AIR CONDITIONING and REFRIGERATION INDUSTRY

PROVINCIAL COLLECTIVE AGREEMENTS

I.C.I. CONSTRUCTION 2019

NON I.C.I. CONSTRUCTION, **SERVICE MAINTENANCE**

COLLECTIVE AGREEMENT 2019

between:

THE ONTARIO REFRIGERATION AND AIR CONDITIONING **CONTRACTORS ASSOCIATION**

and

U.A. LOCAL 787 REFRIGERATION WORKERS OF ONTARIO UNITED ASSOCIATION

Please address all correspondence to:

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This booklet has been compiled for the information of the members of U.A. Local 787 and Employers who are bound by these Collective Agreements.

The welfare of the industry, the maintaining of fair conditions, and the protection of public interests depend entirely on the success and application of these Collective Agreements.

It is the duty of the Employers and members of U.A. Local 787 to live up to the conditions contained herein, and strive to maintain a harmonious relationship between parties.

I.C.I. CONSTRUCTION **COLLECTIVE AGREEMENT** 2019

between:

O.R.A.C.

and

U.A. LOCAL 787

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I.C.I. CONSTRUCTION COLLECTIVE AGREEMENT 2019

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 **0.R.A.C.**

AND

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

TERRITORIAL JURISDICTION

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

ARTICLE 1: PURPOSE

The purpose of this Collective Agreement is to establish and maintain terms and conditions of employment between O.R.A.C., the Employers listed in Appendix "C" and the members of the Union, and to provide a method of settling any differences which may arise between them.

ARTICLE 2: AGREEMENT

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

ARTICLE 3: **EMPLOYMENT EQUITY**

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

ARTICLE 4: **EMPLOYER**

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

ARTICLE 5: RECOGNITION

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

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 - (a) The Union recognizes O.R.A.C. as the sole and exclusive bargaining agent for Employers of Local 787 members employed in the ICI Construction Sector of the Province of Ontario.
 - (c) Subject to the express terms of this Collective
 Agreement, specifically Article 8 paragraphs 8:03

 (a) and (b), the Union recognizes the right of the
 Employer to operate and manage his or her business in accordance with his or her commitments
 and responsibilities.

The following are solely and exclusively the responsibility of the Employer:

- 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.

- 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 Employers will obtain from the Union all persons required to perform any of the work described in Appendix "A" attached hereto, except if Union members are not available, the Employer may hire other qualified persons, provided they make application to join the Union before employment commences. For clarification, the intent is, if the Employer requires a specifically trained person and none are available on the Union "Out of Work" list, the Employer may, if the Employer decides the persons on the list are not suitable, hire other qualified persons provided Article 25 has been adhered to. The Union will notify the Employer within 48 hours of the person's acceptance by issuing a referral slip.
 - (b) The Employer shall retain the right to reject any person referred by the Union. The Employer shall retain the right to terminate any employee for just cause providing the Employer so states in a termination notice.

- 5:04 The Union shall take reasonable steps to ensure that none of its members are employed by Employers not bound by a Collective Agreement with Local 787. This is not to be construed to prevent a member securing employment outside of the trade.
- 5:05 No member of the Union while employed by an Employer bound by this Collective Agreement shall perform work as outlined in Appendix "A" of this Collective Agreement, for anyone other than his or her Employer without permission from both the Employer and the Union.

ARTICLE 6: EMPLOYEE

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

Working Foreman Journeyman Mechanic Apprentice Welder Welder Apprentice Gas Fitter Student

Which categories or classes are defined as follows:

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

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

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- 6:03 JOURNEYMAN MECHANIC - Shall designate a person who holds a valid Certificate of Qualification issued by the Province of Ontario and who has passed any examination which may be required by the Local 787 Examining Board.
- 6:04 APPRENTICE – Shall designate any person who is indentured for a minimum period to the "Refrigeration Workers Local 787 – O.R.A.C. Training Fund" Joint Training and Apprenticeship Committee (J.T.A.C.) for the purpose of learning the trade as required by the Ontario College of Trades Apprenticeship Act (O.C.T.A.A.). The Apprentice will attend all courses of study as required by the O.C.T.A.A. and by the J.T.A.C.

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

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

- 6:05 WELDER- Shall designate any person who has passed successfully a TSSA 6G high pressure pipe welding carbon steel certifications and / or the Red Seal Welder Certification of Canada.
- 6:06 WELDER APPRENTICE - Shall designate any person who is indentured for a minimum period to the "Refrigeration Workers Local 787 – O.R.A.C. Training Fund" Joint Training and Apprenticeship Committee (J.T.A.C.) for the purpose of learning the trade of WELDER as required by TSSA and / or the Red Seal Welder Certification of Canada
- 6:07 GAS FITTER – Shall designate a person who holds a valid certification issued by TSSA and will only perform the work that is covered by that certification. Before a person is hired as a gas fitter, their wages and job scope are to be cleared by the Union.

6:08 STUDENT – For the purpose of this Collective Agreement, the term Student shall mean a person who, except for summer vacation period or work study period, would normally be attending full time at High School, Vocational School, or University and taking subjects relating to the Refrigeration and Air Conditioning Trade.

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

- 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 six (6) categories:

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

7:01 GENERAL – The Employee shall:

- Assume his or her position with the Employer according to his or her qualifications in the industry and shall accept the following as the minimum requirements and terms of employment, but shall not be limited to them or relieved of further responsibility delegated by the Employer.
- (b) Arrive for work suitably and neatly dressed at the established starting time unless prevented by the Employer from doing so.
- (c) While in the possession of the Employer's tools, equipment, materials, vehicles or other Employer's property, take all reasonable precautions to prevent damage, loss, theft, breakage, misuse, etc.
- (d) When operating an Employer's vehicle, ensure the vehicle is operated in accordance with the Company Policy and in a manner which will result in maximum useful life and maximum economy. While all costs for maintenance and repairs are borne by the Employer, the employee will advise the Employer immediately and in writing, with a copy to be retained by the employee, of any servicing that may be required to keep the vehicle in good and safe running order and presentable in appearance.
- (e) When representing the Employer, make every effort, according to his or her qualifications, to look after the best interests of the Employer.
- All employees shall be required to have and wear approved safety boots or shoes, and safety hats as a condition of employment. The employee shall provide the safety hat at his or her own expense unless the Employer demands a safety hat of a particular colour or style, in which case the Employer shall supply it/ them at the Employer's expense. Safety hats supplied by the Employer shall be returned to the Employer by the employee

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- on termination of employment. It shall be the responsibility of the employee to be knowledgeable of the Safety Regulations under the Occupational Health and Safety Act as amended from time to time.
- (g) The Employer's vehicle is restricted to use on Employers business only. Employer's business will include but not be limited to training, travel to and from work sites according to Article 11:04, picking up and delivery of parts and supplies and other approved Employer's work activities. The use of the Employer's vehicle for personal use is strictly prohibited.
- 7:02 WORKING FOREMAN Shall direct all phases of a project for which he or she was appointed Foreman and be capable of instructing Journeymen and Apprentices in the actual installation work from drawings and instructions given by the Employer and perform the work of a Journeyman Mechanic when so required by the Employer.

7:03 JOURNEYMAN MECHANIC

- (a) Journeyman Mechanic shall when issued a specific job assume the role of a mechanic and representative of the Employer and take the initiative to perform the work, according to the best practice of this industry. Where circumstances are beyond his or her control he or she shall immediately advise the Employer.
- (b) When working with an Apprentice, a Journeyman Mechanic shall guide and instruct the Apprentice to ensure that the production of the Apprentice is of the best quality.
- (c) A Journeyman Mechanic shall take reasonable steps to ensure that upon leaving a job, the safety of other workers engaged at the work area are not in jeopardy due to unsecured equipment or materials. Upon completing a job or leaving a work area for a sustained period of time, a Journeyman

Mechanic shall clean up the work area or shall make arrangements to have this done according to the project requirements.

- 7:04 APPRENTICE – The responsibility of an Apprentice is covered under the direction of the "Refrigeration Workers Local 787 – O.R.A.C. Training Fund" (J.T.A.C.).
 - The Apprentice will work under the supervision of a Journeyman member of the Union and be responsible to the Journeyman for the work which the Apprentice has performed. The Apprentice shall follow the instructions and directions of the Journeyman.

7:05 WELDER -

- (a) The Welder shall when issued a specific job assume the role of a Welder and representative of the Employer and take the initiative to perform the work, according to the best practice of this industry. Where circumstances are beyond his or her control he or she shall immediately advise the Employer.
- (b) When working with a Welder Apprentice, a Welder shall guide and instruct the Apprentice to ensure that the production of the Apprentice is of the best quality.
- A Welder shall take reasonable steps to ensure that upon leaving a job, the safety of other workers engaged at the work area are not in jeopardy due to unsecured equipment or materials. Upon completing a job or leaving a work area for a sustained period of time, a Welder shall clean up the work area or shall make arrangements to have this done according to the project requirements.
- 7:06 APPRENTICE WELDER - The responsibility of an Apprentice Welder is covered under the direction of the "Refrigeration Workers Local 787 – O.R.A.C. Training Fund" (J.T.A.C.).

- (a) The Apprentice will work under the supervision of a Welder member of the Union and be responsible to the Welder for the work which the Apprentice has performed. The Apprentice shall follow the instructions and directions of the Welder.
- 7:07 GAS FITTER Shall be a designated person who holds a valid certification issued by TSSA and will only perform the work that is covered by that certification. Before a person is hired as a gas fitter, their wages and job scope are to be cleared by the Union.

ARTICLE 8: RESPONSIBILITY OF THE EMPLOYER

- 8:01 An Employer shall attempt to keep an indentured Apprentice active in his or her relative training until completion of the Apprenticeship. Should the Employer find it necessary to lay off an Apprentice, that Apprentice or an Apprentice with the same years of experience shall be recalled or hired when work requiring that same level of experience becomes available. If the Apprentice or Apprentices with the same years of experience or greater are not available at the time of recall, this provision shall not apply. The Union has the right to not issue a referral slip for a new Apprentice if the Employer intends to assign the same or similar work to a lower level Apprentice.
- 8:02 Before hiring a member of Local 787, an Employer must present a written copy of the Employer's Company Policy. A copy MUST be deposited on file at the Local 787 Administration Office and the employee shall sign an appropriate form as proof that he or she has received a copy of the Employer's Company Policy. The Company Policy shall include such items as working hours, the wearing of uniforms, and use of Employers/employees vehicles, etc.

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

Revision of Company Policy must be deposited on file at the Local 787 Administration Office and each

8:03 The Employer shall:

- (a) Assign exclusively to members of the Union or other workers referred to the Employer by the Union all of the work described in Appendix "A" attached hereto and forming part of this Collective Agreement
- (b) Employers will not sublet air conditioning work or heating work as outlined in Appendix "A" to nonunion contractors.
- 8:04 The Employer will maintain Company vehicles in proper mechanical and safe condition. If a dispute arises, concerning the proper mechanical and safe condition of the vehicle, a properly licensed vehicle mechanic shall be the governing body.
 - (a) All Employers' vans will be equipped with metal safety shields or bulkheads of equivalent strength between the driver and the load. The Employer's vehicles will be equipped with First Aid Kits, Fire Extinguisher and Safety Flares.
 - (b) It is the responsibility of the employee to notify the Employer of any deficiencies in either 8:04 or 8:04(a).
- 8:05 The Employer shall provide proof of Insurance Coverage (minimum \$1,000,000.00 Public Liability and Property Damage) of vehicle and employee during working hours, and after working hours while using vehicle according to Company Policy. Written proof and permission must be issued to the employee involved.
- 8:06 The Employer shall comply with the regulations under the Occupational Health and Safety Act as amended from time to time, on all jobs where Union members are employed.

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

ARTICLE 9: UNION STEWARD

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

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

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

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

ARTICLE 10: UNION REPRESENTATIVE

- 10:01 An official representative of the Union shall have access to work areas during working hours provided this is within the control of the Employer.
- 10:02 An official representative of the Union when entering a work area shall when practicable, advise the Superintendent or the Employer of the visit and at no time shall the official representative interfere with job progress unless there is a matter of dispute on the job, in which case the matter must be discussed with the job Superintendent or Foreman, so that no unnecessary work stoppage occurs.
- 10:03 An official representative of the Union shall be granted unpaid leave of absence when required for Union business provided that reasonable notice is given to the Employer.

ARTICLE 11: HOURS OF WORK

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

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

starting time shall provide seven (7) days notice to the employees and the Union.

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

- 11:02 An Employer shall give an employee a period of at least eight hours free from the performance of work between shifts unless the total time worked on a successive shift does not exceed 13 hours or unless the Employer and the Union agree otherwise.
- 11:03 The work zone shall be the area within 75 KM by the most direct roadway from the Employer's place of business, shop or branch office.
- 11.04 Employees will be on the job within the work zone by the established starting time. Employees traveling to a job outside the work zone shall be at the boundary of the zone nearest to the job site by the established starting time and established quitting time.
- 11:05 Employees shall be treated fairly in the distribution of work. Within the shop unit, available work will be distributed in an equitable manner. While recognizing geographical constraints, licensing requirements and job skills, it is expected that within the shop unit there exists the opportunity to equitably distribute work amongst the employees.
- 11:06 SHOW UP PAY Unless the employee is informed prior to the end of the previous work day not to report for work on the following work day, the employee shall be paid an amount equal to four hour wages (including

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vacation pay and all other financial benefits provided for in this Collective Agreement) and the employee must take work available.

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

> In the event of a death in the employee's other family members, i.e., the employee's spouse's parents, grandparents, brothers or sisters, the Employer will grant the employee up to five (5) days leave of absence three (3) days with pay for the purpose of making arrangements for, or attending the funeral or memorial service.

Pay shall be at the employee's straight time rate and shall be paid only for claims which occur on a day or days which the employee would be regularly scheduled to work.

- 11:08 In the event that an accident occurs while a Union member is on Employer business, which necessitates the member having to visit a doctor or hospital for treatment, etc., the time lost by the member shall be paid for by the Employer. If it is necessary for a Local 787 member to be taken for treatment by a second member, his or her lost time will also be paid for by the Employer. It is the intent that members should only be paid up to the completion of the shift which they were working at the time treatment was required.
- 11:09 JURY DUTY Jury Duty compensation will be paid if a member of the Union is summoned for Jury Duty or as a Crown Subpoenaed Witness. For each day that the employee is compensated by the Crown, the employee shall be compensated by the Employer at \$75.00 per day and by the Union at \$75.00 per day up to a maximum of 4 calendar weeks or 20 working days. Proof of payment by the Crown shall be presented to

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the Employer and to the Union. A certificate of Juror's attendance issued is considered sufficient proof of payment to be issued.

ARTICLE 12: OVERTIME

- 12:01 All time worked between the established closing time of one day and the regular starting time of the following day shall be paid at overtime rates. Traveling time between the regular closing time of one day and the regular starting time of the following day will be paid at straight time.
- 12:02 Overtime shall be paid for at the rate of time and one half for hours worked from established closing time until regular starting time on week days, and all hours worked on Saturday and Sunday. All time worked on Statutory Holidays recognized in Article 12:03 shall be paid for at double time.
- 12:03 STATUTORY HOLIDAYS Recognized Statutory Holidays are New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Simcoe Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. When Statutory Holidays fall on a Saturday or Sunday, the next work day or work days shall be designated as Statutory Holiday(s) or as designated by the Government.
- 12:04 SHIFT WORK Where it is necessary for an employee to work a night shift instead of a day shift or both night and day shifts, because of tying in with other trades or construction schedules, or where life may be endangered or property damaged, or a shift commencing any time after established closing time, the worker shall work 8 hours for 9 hours pay.

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

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

ARTICLE 13: TRANSPORTATION, TRAVEL AND ACCOMMODATION

13:01 Any employee not supplied with transportation by the Employer and therefore uses his or her own vehicle shall receive sixty (60) cents per km or seventy (70) cents per km when transporting or towing a welding machine, for the use of his or her own vehicle while on Employer's business. For the purpose of computing mileage, it will be assumed that the day begins and ends at the shop and mileage will be computed from shop to shop, shop to job, job to job and job to shop.

In a situation where an employee is required to use his or her own vehicle on a call or one day basis, the employee will be paid the mileage rate as above or \$35.00 per day (when not transporting or towing a welding machine) or \$40.00 per day when transporting or towing a welding machine whichever is the greater amount.

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

- 13:02 Travel expenses are to be paid at the same time as wages are paid.
- 13:03 It is agreed that each employee will carry a minimum of \$1,000,000.00 Public Liability and Property Damage Insurance on his or her vehicle at business rates if vehicle is used on Employer's business and that he or she will file a copy of the policy endorsement with the Employer.

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- 13:04 The Employer agrees to pay parking fees incurred by the employee while on Employer's business.
- 13:05 All employees sent out of the work zone to work and who do not return daily to their normal residence shall receive expenses incurred in obtaining meals and accommodation, and other legitimate expenses incurred, including transportation costs whether by air, train, bus, etc. If traveling at night by train, a sleeper is provided.
- 13:06 Expense money shall be advanced to each employee for meals and lodging sufficient for the expected duration of the job, (or weekly if job is expected to last longer than seven (7) days) and a detailed amount substantiated by receipts shall be submitted to the Employer by the employee.
- 13:07 If an employee is requested to use his or her vehicle for a job outside the work zone, any traveling involved during the course of the job or jobs, including return trips as outlined in Article 13:08 will be done in the employee's vehicle at the rate as outlined in Article 13:01.
- 13:08 During the course of a job where the employee does not return to his or her normal residence daily the employee will be entitled to return home on the following basis:
 - (a) every week for jobs within 161 km (100 miles) of the work zone.
 - (b) every two weeks for jobs within 644 km (400 miles) of the work zone.
 - (c) every three weeks for jobs over 644 km (400 miles) of the work zone.

If the employee does not wish to return home at the above stated intervals the Employer will continue the payment for lodging and meals during the weekend. If the employee does return home he or she will receive transportation costs as outlined in Article 13:05 but will not receive payment for traveling time. Travel arrangements will be controlled by the Employer.

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- 13:09 When on jobs out of the work zone over five (5) days duration, all employees shall be allowed one personal phone call with a ten (10) minutes limit per day paid by the Employer.
- 13:10 Employees will not be expected to use their own money or any other form of payment for expenses incurred on behalf of the Employer.
- 13:11 In cases where, for Employer's reasons, the employee has the use of an Employer supplied vehicle to drive from employee's place of residence to the work zone, the employee shall, if requested, reimburse the Employer for the use of the vehicle at a rate not greater than specified in Article 13:01.

ARTICLE 14: WAGE RATES

- 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. If an employee is requested to work in the Residential Sector as defined in the ORAC/787 Residential Collective Agreements, he or she will be paid at the ICI prevailing rate.
- 14:03 (a) Local 787 reserves the right to redirect the allocations to Benefits Trust Fund, Pension Trust Fund and J.T.A.C. from the Total Wage Package as required, upon due notice to the Employer.
 - The following charts show the basic hourly rates and total wage package which will apply from May 1st, 2019 to April 30th, 2022 for all Local 787 Journeymen members and UA members of other Locals working a Travel Card in Local 787:

JOURNEYMEN AND WELDER TOTAL WAGE PACKAGE May 1, 2019

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
1	\$50.62	\$5.06	\$10.05	\$65.73	\$0.37
2	49.96	5.00	10.05	65.01	0.37
3	49.25	4.93	10.05	64.23	0.37
4	48.59	4.86	10.05	63.50	0.37

JOURNEYMEN AND WELDER TOTAL WAGE PACKAGE May 1, 2020

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
1				\$67.14	\$0.37
2		To be deterr		66.41	0.37
3		To be determ	ninea	65.61	0.37
4				64.86	0.37

JOURNEYMEN AND WELDER TOTAL WAGE PACKAGE May 1, 2021

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
1				\$68.48	\$0.37
2		T. 1. 1.	. 1	67.74	0.37
3		To be deterr	ninea	66.93	0.37
4				66.16	0.37

14:04 Apprentice Rates

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

REFRIGERATION APPRENTICE TOTAL WAGE PACKAGE May 1, 2019

Zone 1	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Term 1	19.21	1.92	6.05	27.18	\$0.37
Term 2	24.54	2.45	6.55	33.54	\$0.37
Term 3	30.36	3.04	6.55	39.95	\$0.37
Term 4	36.28	3.63	6.55	46.46	\$0.37
Term 5	42.11	4.21	6.55	52.87	\$0.37
Zone 2	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Term 1	18.92	1.89	6.05	26.86	\$0.37
Term 2	24.22	2.42	6.55	33.19	\$0.37
Term 3	30.07	3.01	6.55	39.63	\$0.37
Term 4	35.81	3.58	6.55	45.94	\$0.37
Term 5	41.56	4.16	6.55	52.27	\$0.37
Zone 3	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
3	Rate	V.&S.H.P.	Training Fund	Pkg.	Deductions
3 Term 1	Rate 18.65	V.&S.H.P. 1.86	Training Fund 6.05	Pkg. 26.56	Deductions \$0.37
3 Term 1 Term 2	Rate 18.65 23.91	V.&S.H.P. 1.86 2.39	6.05 6.55	Pkg. 26.56 32.85	\$0.37 \$0.37
3 Term 1 Term 2 Term 3	Rate 18.65 23.91 29.54	V.&S.H.P. 1.86 2.39 2.95	6.05 6.55 6.55	Pkg. 26.56 32.85 39.04	\$0.37 \$0.37 \$0.37 \$0.37
3 Term 1 Term 2 Term 3 Term 4	18.65 23.91 29.54 35.33	V.&S.H.P. 1.86 2.39 2.95 3.53	6.05 6.55 6.55 6.55	Pkg. 26.56 32.85 39.04 45.41	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37
3 Term 1 Term 2 Term 3 Term 4 Term 5	Rate 18.65 23.91 29.54 35.33 41.07 Basic	V.&S.H.P. 1.86 2.39 2.95 3.53 4.11 10%	Training Fund 6.05 6.55 6.55 6.55 6.55 Pen/Ben/Ind/	Pkg. 26.56 32.85 39.04 45.41 51.73	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37 \$0.37
3 Term 1 Term 2 Term 3 Term 4 Term 5	Rate 18.65 23.91 29.54 35.33 41.07 Basic Rate	V.&S.H.P. 1.86 2.39 2.95 3.53 4.11 10% V.&S.H.P.	Training Fund 6.05 6.55 6.55 6.55 6.55 Pen/Ben/Ind/Training Fund	Pkg. 26.56 32.85 39.04 45.41 51.73 Total Pkg.	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37 \$0.37 Field Dues Deductions
3 Term 1 Term 2 Term 3 Term 4 Term 5 Zone 4 Term 1	Rate 18.65 23.91 29.54 35.33 41.07 Basic Rate 18.38	V.&S.H.P. 1.86 2.39 2.95 3.53 4.11 10% V.&S.H.P. 1.84	Training Fund 6.05 6.55 6.55 6.55 6.55 Pen/Ben/Ind/Training Fund 6.05	Pkg. 26.56 32.85 39.04 45.41 51.73 Total Pkg. 26.27	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37 \$0.37 Field Dues Deductions \$0.37
3 Term 1 Term 2 Term 3 Term 4 Term 5 Zone 4 Term 1 Term 2	Rate 18.65 23.91 29.54 35.33 41.07 Basic Rate 18.38 23.55	V.&S.H.P. 1.86 2.39 2.95 3.53 4.11 10% V.&S.H.P. 1.84 2.35	Training Fund 6.05 6.55 6.55 6.55 6.55 Pen/Ben/Ind/Training Fund 6.05 6.55	Pkg. 26.56 32.85 39.04 45.41 51.73 Total Pkg. 26.27 32.45	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37 \$0.37 Field Dues Deductions \$0.37 \$0.37

REFRIGERATION APPRENTICE TOTAL WAGE PACKAGE May 1, 2020

Zone 1	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Term 1				27.76	\$0.37
Term 2				34.26	\$0.37
Term 3		To be determ	nined	40.81	\$0.37
Term 4				47.46	\$0.37
Term 5				54.01	\$0.37
_		400/			
Zone 2	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Term 1				27.44	\$0.37
Term 2				33.90	\$0.37
Term 3		To be determ	nined	40.48	\$0.37
Term 4				46.93	\$0.37
Term 5				53.39	\$0.37
7	D!-	400/	Day/Day/lad/	Total	Field Buse
Zone 3	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
3				Pkg.	Deductions
3 Term 1			Training Fund	Pkg. 27.13	Deductions \$0.37
3 Term 1 Term 2 Term 3 Term 4		V.&S.H.P.	Training Fund	Pkg. 27.13 33.56 39.88 46.39	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37
3 Term 1 Term 2 Term 3		V.&S.H.P.	Training Fund	Pkg. 27.13 33.56 39.88	\$0.37 \$0.37 \$0.37 \$0.37
3 Term 1 Term 2 Term 3 Term 4		V.&S.H.P.	Training Fund	Pkg. 27.13 33.56 39.88 46.39	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37
3 Term 1 Term 2 Term 3 Term 4 Term 5	Rate	V.&S.H.P. To be determ	Training Fund mined Pen/Ben/Ind/	Pkg. 27.13 33.56 39.88 46.39 52.84	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37 \$0.37
3 Term 1 Term 2 Term 3 Term 4 Term 5	Rate	V.&S.H.P. To be determ	Training Fund mined Pen/Ben/Ind/	Pkg. 27.13 33.56 39.88 46.39 52.84 Total Pkg.	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37 \$0.37 \$field Dues Deductions
3 Term 1 Term 2 Term 3 Term 4 Term 5 Zone 4 Term 1	Rate	V.&S.H.P. To be determ	Training Fund mined Pen/Ben/Ind/ Training Fund	Pkg. 27.13 33.56 39.88 46.39 52.84 Total Pkg. 26.83	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37 \$0.37 Field Dues Deductions \$0.37
3 Term 1 Term 2 Term 3 Term 4 Term 5 Zone 4 Term 1 Term 1	Rate	V.&S.H.P. To be determ 10% V.&S.H.P.	Training Fund mined Pen/Ben/Ind/ Training Fund	Pkg. 27.13 33.56 39.88 46.39 52.84 Total Pkg. 26.83 33.15	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37 \$0.37 Field Dues Deductions \$0.37 \$0.37

REFRIGERATION APPRENTICE TOTAL WAGE PACKAGE May 1, 2021

Zone 1	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Term 1				28.32	\$0.37
Term 2				34.94	\$0.37
Term 3		To be determ	nined	41.62	\$0.37
Term 4				48.41	\$0.37
Term 5				55.09	\$0.37
Zone	Basic	10%	Pen/Ben/Ind/	Total	Field Dues
2	Rate	V.&S.H.P.	Training Fund	Pkg.	Deductions
Term 1				27.99	\$0.37
Term 2				34.58	\$0.37
Term 3		To be determ	nined	41.29	\$0.37
Term 4				47.87	\$0.37
Term 5				54.46	\$0.37
Zono	Doois	100/	Don/Don/Ind/	Total	Eigld Dugg
Zone 3	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
3				Pkg.	Deductions
3 Term 1 Term 2 Term 3			Training Fund	Pkg. 27.67 34.23 40.68	\$0.37 \$0.37 \$0.37 \$0.37
3 Term 1 Term 2 Term 3 Term 4		V.&S.H.P.	Training Fund	Pkg. 27.67 34.23 40.68 47.37	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37
3 Term 1 Term 2 Term 3		V.&S.H.P.	Training Fund	Pkg. 27.67 34.23 40.68	\$0.37 \$0.37 \$0.37 \$0.37
3 Term 1 Term 2 Term 3 Term 4		V.&S.H.P.	Training Fund	Pkg. 27.67 34.23 40.68 47.37	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37
3 Term 1 Term 2 Term 3 Term 4 Term 5	Rate	V.&S.H.P. To be determ	Training Fund mined Pen/Ben/Ind/	Pkg. 27.67 34.23 40.68 47.37 53.90	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37 \$0.37
3 Term 1 Term 2 Term 3 Term 4 Term 5	Rate	V.&S.H.P. To be determ	Training Fund mined Pen/Ben/Ind/	Pkg. 27.67 34.23 40.68 47.37 53.90 Total Pkg.	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37 \$0.37 Field Dues Deductions
3 Term 1 Term 2 Term 3 Term 4 Term 5 Zone 4 Term 1	Rate	V.&S.H.P. To be determ	Training Fund mined Pen/Ben/Ind/ Training Fund	Pkg. 27.67 34.23 40.68 47.37 53.90 Total Pkg. 27.37	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37 \$0.37 Field Dues Deductions \$0.37
3 Term 1 Term 2 Term 3 Term 4 Term 5 Zone 4 Term 1 Term 1	Rate	V.&S.H.P. To be determ 10% V.&S.H.P.	Training Fund mined Pen/Ben/Ind/ Training Fund	Pkg. 27.67 34.23 40.68 47.37 53.90 Total Pkg. 27.37 33.81	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37 \$0.37 Field Dues Deductions \$0.37 \$0.37

WELDER APPRENTICE TOTAL WAGE PACKAGE May 1, 2019

Basic Rate 10% V.&S.H.P. Pen/Ben/Ind/ Training Fund Total Pkg. Field Dues Deductions

Zone 1	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Term 1	19.21	1.92	6.05	27.18	\$0.37
Term 2	30.36	3.04	6.55	39.95	\$0.37
Term 3	42.11	4.21	6.55	52.87	\$0.37
Zone 2	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Term 1	18.92	1.89	6.05	26.86	\$0.37
Term 2	30.07	3.01	6.55	39.63	\$0.37
Term 3	41.56	4.16	6.55	52.27	\$0.37
Zone 3	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Term 1	18.65	1.86	6.05	26.56	\$0.37
Term 2	29.54	2.95	6.55	39.04	\$0.37
Term 3	41.07	4.11	6.55	51.73	\$0.37
Zone 4	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Term 1	18.38	1.84	6.05	26.27	\$0.37
Term 2	29.19	2.92	6.55	38.66	\$0.37
Term 3	40.47	4.05	6.55	51.07	\$0.37

WELDER APPRENTICE TOTAL WAGE PACKAGE May 1, 2020

Zone 1	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Term 1				27.76	\$0.37
Term 2		To be determ	nined	40.81	\$0.37
Term 3				54.01	\$0.37
Zone 2	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Term 1				27.44	\$0.37
Term 2		To be determ	nined	40.48	\$0.37
Term 3				53.39	\$0.37
_		400/			
Zone 3	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
3			Training Fund	Pkg.	Deductions
3 Term 1		V.&S.H.P.	Training Fund	Pkg. 27.13	Deductions \$0.37
3 Term 1 Term 2		V.&S.H.P.	Training Fund	Pkg. 27.13 39.88	\$0.37 \$0.37
3 Term 1 Term 2 Term 3	Rate	V.&S.H.P. To be determ 10%	Training Fund mined Pen/Ben/Ind/	Pkg. 27.13 39.88 52.84 Total	\$0.37 \$0.37 \$0.37 \$0.37
3 Term 1 Term 2 Term 3 Zone 4	Rate	V.&S.H.P. To be determ 10%	Training Fund nined Pen/Ben/Ind/ Training Fund	Pkg. 27.13 39.88 52.84 Total Pkg.	\$0.37 \$0.37 \$0.37 \$0.37 Field Dues Deductions

WELDER APPRENTICE TOTAL WAGE PACKAGE May 1, 2021

Zone 1	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Term 1				28.32	\$0.37
Term 2		To be determ	nined	41.62	\$0.37
Term 3				55.09	\$0.37
_					
Zone 2	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Term 1				27.99	\$0.37
Term 2		To be deterr	nined	41.29	\$0.37
Term 3				54.46	\$0.37
7one	Raeir	10%	Pen/Ren/Ind/	Total	Field Dues
Zone 3	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
3			Training Fund	Pkg.	Deductions
3 Term 1		V.&S.H.P.	Training Fund	Pkg. 27.67	Deductions \$0.37
3 Term 1 Term 2 Term 3	Rate	V.&S.H.P. To be determ	Training Fund	Pkg. 27.67 40.68 53.90	\$0.37 \$0.37 \$0.37 \$0.37
3 Term 1 Term 2		V.&S.H.P.	Training Fund	Pkg. 27.67 40.68	\$0.37 \$0.37
3 Term 1 Term 2 Term 3	Rate	V.&S.H.P. To be determ 10%	Training Fund mined Pen/Ben/Ind/	Pkg. 27.67 40.68 53.90 Total	\$0.37 \$0.37 \$0.37 \$0.37
3 Term 1 Term 2 Term 3 Zone 4	Rate	V.&S.H.P. To be determ 10%	Training Fund nined Pen/Ben/Ind/ Training Fund	Pkg. 27.67 40.68 53.90 Total Pkg.	\$0.37 \$0.37 \$0.37 \$0.37 Field Dues Deductions

- (b) Advancement in Apprentice rates will be by Referral Slip from the Union office only. A referral slip will be issued when the Apprentice has met his or her responsibilities as outlined in the J.T.A.C. Apprenticeship Standards and the J.T.A.C. Office has verified the Apprentice's records with the Employer.
- (c) Apprentices, upon completion of their Apprenticeship, will advance to the Journeymen's basic rate.
- 14:05 STUDENT Basic hourly rate will be the same as laid down for a first term Apprentice including Vacation Pay/Statutory Holiday Pay and contributions to the Benefit Plan.

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- 14:06 WORKING FOREMAN The basic hourly rate of a Working Foreman shall be the basic Journeymen's rate plus 10%.
- 14:07 PAY DAY The established work week shall consist of five 8 hour days. Pay day shall be once a week. If the pay is to be by cheque, it will be given to the employee before the end of his or her shift on Thursday or deposited in his or her branch of a Chartered Bank or Trust Company by Thursday mornings. If by cash, before the end of his or her shift on Friday.

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

- 14:08 TIME SHEETS Pay will be made for hours claimed on time sheets. Time sheets must be signed by an authorized representative of the customer as far as possible. No alteration of the time sheets or the hours contained therein will be made by the Employer or the Employer's representative.
- 14:09 BANKING OF HOURS When an Employer chooses to allow the banking of hours, a policy will be developed which addresses such items as vacation time, CRA restrictions, Employer's year end, rate changes, terminations and layoffs, which does not contravene the Collective Agreement. Other issues may be added to this policy that may be appropriate to each Employer.

ARTICLE 15: **VACATION PAY AND** STATUTORY HOLIDAY PAY

- 15:01 Vacation Pay and Statutory Holiday Pay shall be paid at the rate of 10% of basic earnings for all categories of employees during the term of this Collective Agreement, 6% shall be regarded as Vacation Pay and 4% shall be regarded as Statutory Holiday Pay.
- 15:02 Vacation Pay and Statutory Holiday Pay will be paid every month to the "Vacation Pay and Statutory

Holiday Pay Trust Fund" as administered by Trustees elected by Local 787.

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

- 15:03 Vacation Pay and Statutory Holiday Pay shall be recorded weekly. Income tax on Vacation Pay and Statutory Holiday Pay will be calculated and paid out of the employee's hourly rate weekly. Pay cheque stubs will show actual amount of Vacation Pay and Statutory Holiday Pay.
- 15:04 Vacation periods will occur preferably in the months of 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 a minimum of three (3) weeks vacation annually, one (1) week if requested by the employee must be permitted during the recognized period as per Article 15:04. If it is impractical, owing to the pressure of work to permit the remaining two (2) weeks during the recognized period, then an alternative period shall be mutually agreed upon between the affected employee and the Employer. Any time spent for training approved by the employer will not be considered vacation time.

ARTICLE 16: JOINT TRAINING AND APPRENTICESHIP COMMITTEE

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

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- 16:02 The Joint Training and Apprenticeship Committee will administer the Training Fund in accordance with the terms and conditions of the "Refrigeration Workers Local 787 – O.R.A.C. Training Fund Agreement."
- 16:03 The Joint Training and Apprenticeship Committee will develop and implement strategies to inform designated group members under the Employment Equity Act of opportunities for employment as an Apprentice under this Collective Agreement and ensure that there are no barriers to applicants.
- 16:04 All prospective Apprentices must be approved by the apprentice intake committee.
- 16:05 To enable the Joint Training and Apprenticeship Committee to fulfill rate increases to meet its obligations as related above, the Union and O.R.A.C. shall allocate to it the necessary sum of money as outlined in Article 17:01.

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

- 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 \$0.20 (cents) for each hour earned by each employee effective May 1, 2019, 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

- Each Employer bound by this Collective Agreement shall contribute to the Local 787 Benefits Trust Fund on behalf of each employee in his/her employ the sum of \$3.35 for each hour earned effective May 1, 2019. Contributions May 1, 2020 and May 1, 2021 To be determined and to be administered by Trustees elected by Local 787.
- 19:02 Each Employer bound by this Collective Agreement shall contribute to the Local 787 Pension Trust Fund on behalf of each Apprentice terms 2 thru 5 in his/her employ the sum of \$2.50 (\$2.00 for first year Apprentices) and \$6.00 for Journeymen for each hour earned to be administered by Trustees elected by Local 787.
- 19:03 Notwithstanding the provisions of Sections 25(5) of the Workplace Safety and Insurance Act, 1997, each Employer throughout the first year after a work related injury to an employee shall make contributions on behalf of the injured employee to the UA Local 787 Benefit Plan for Health benefits and Pension benefits at the amounts specified in Articles 19:01 and 19:02 respectively based on the work week as outlined in Article 11:01 of this Collective Agreement when the employee is absent from work because of a work related injury.
- 19:04 Each Employer bound by this Collective Agreement shall submit \$0.01 for each hour earned by each employee to the De Novo Treatment Centre. This contribution for the term of this Collective Agreement will be added to the Industry Fund. This contribution will then be deducted by the UA Local 787 Administration Office each month and submitted to the De Novo Treatment Centre.

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

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

ARTICLE 20: **UNION DUES CHECK-OFF** AND RRSP DEDUCTIONS

The Employer shall deduct from the employee's wages 20:01 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 \$0.37 for all hours earned from each employee's weekly wages.

- The Employer shall deduct from each employee's 20:02 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

Each month's submission of Employer contributions and deductions as outlined in Articles 15, 17, 18, 19 and 20 must be made on the forms supplied by the E.B.P.S. Administration Office. The same basic information is required for the J.T.A.C., Industry Fund,

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Benefits Trust Fund, Pension Trust Fund, Vacation Pay and Statutory Holiday Pay Trust Fund, Union Dues Check-Off, Union Field Dues and R.R.S.P. deductions. All such funds and deductions will be combined for payment and report purposes. Contributions and deductions shall be reported and paid for each employee.

The Vacation and Statutory Holiday Pay earned by each employee must be reported in the appropriate spaces on the Employer Reporting Form.

Effective May 1, 2019, a combined contribution rate of \$10.05 for Journeymen, \$6.05 for first term Apprentices and \$6.55 for apprentices term 2 thru term 5 and will be applied to the hours earned by each employee as required in Articles 17, 18, 19:01.

May 1, 2020 and May 1, 2021 To be determined.

Union Dues, Union Field Dues deductions, and R.R.S.P. deductions from each employee as outlined in Article 20 must be reported in the appropriate spaces.

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

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

- 21:03 The report forms and cheque must reach the Local 787 Administration Office on or before the 15th of the month following the month for which deductions and contributions are being made.
- 21:04 If an Employer does not remit reports and contributions in accordance with Article 21:03, the Employer shall be considered to be in default and shall forthwith pay to the appropriate fund or the Union as liquidated damages and not as a penalty an amount equal to the greater of \$1,000.00 or 12% per annum calculated and compounded monthly on all amounts outstanding.

Considerations for interruptions in postal delivery will be given provided the Employer contacts the Local 787 Administration Office prior to the deadline as outlined in Article 21:03.

In the event that any proceedings are instituted to force a compliance with Article 21, the defaulting Employer shall be required to pay an additional \$1,000.00 to cover legal and/or administration costs.

The Local 787 Administration Office shall contact the defaulting Employer prior to applying this Article.

21:05 If payment has not been received within 30 days after receiving written notice from the Local 787 Administration Office, the Union may withdraw its members from that Employer only. This action will not be considered an illegal strike.

ARTICLE 22: OWNER OPERATOR

- 22:01 It is agreed that the Owner Operators, as independent contractors or otherwise, are employees for the purpose of this Collective Agreement and shall be covered by the same as herein set forth:
 - (a) As a condition of any Owner Operator performing any work covered by this Collective Agreement, it is agreed that:
 - (i) He or she shall be a member of the Union in good standing;
 - (ii) He or she shall assign, let or sublet any work covered by this Collective Agreement subject to the terms thereof:
 - (iii) Contributions to the Refrigeration Workers Local 787 – O.R.A.C. Training Fund, Benefits Trust Fund, Pension Trust Fund and Industry Fund, shall be paid and remitted or deducted and remitted, as the case may be, by or on behalf of such Owner Operators as and when

required by this Collective Agreement and schedules thereto.

ARTICLE 23: **COFFEE BREAK**

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

ARTICLE 24: **PICKET LINES**

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

ARTICLE 25: HIRING, LAY OFF AND TERMINATION

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

> Non-indentured employees beginning their Apprenticeship will be registered as early as possible.

- 25:02 Prior to hiring, a new employee shall be presented with a copy of the "Company Policy", with which he or she will be expected to conform (as per Article 8:02).
- 25:03 Prior to the new employee starting work, the Employer must receive a work referral slip as issued by the

Union, showing that the employee is a member of the Union in good standing, travel card, probationary or permit member and the month to which the worker's dues are paid. The employee will sign a Dues Deduction Authorization Form which will permit the Employer to deduct dues from wages and remit the same on the monthly report form.

25:04 Should it become necessary to reduce the work force, the Employer shall lay off due to lack of work. For the purpose of lay off, no notice is required. However, if an employee is not recalled within 13 weeks the employee shall be deemed to be terminated and subject to the termination pay in lieu of notice provisions of Article 25:05.

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

- 25:05 (a) No Employer shall terminate the employment of an employee who has been employed for three months or more unless the Employer gives:
 - (1) one week's notice in writing to the employee if his or her period of employment is less than one year;
 - (2) two weeks notice in writing to the employee if his or her period of employment is one year or more but less than three years;
 - (3) three weeks notice in writing to the employee if his or her period of employment is three years or more but less than four years;
 - (4) four weeks notice in writing to the employee if his or her period of employment is four years or more but less than five years;

- (5) five weeks notice in writing to the employee if his or her period of employment is five years or more but less than six years;
- (6) six weeks notice in writing to the employee if his or her period of employment is six years or more but less than seven years;
- (7) seven weeks notice in writing to the employee if his or her period of employment is seven years or more but less than eight years;
- (8) eight weeks notice in writing to the employee if his or her period of employment is eight years or more.
- (b) The Employer also agrees that during this notice period, the employee will not receive any less than his or her regular weeks wages, Vacation Pay/ Statutory Holiday Pay and benefits for each week of notice. Week as defined in Article 11:01.
- (c) In the event the Employer does not give an employee written notice, the Employer shall pay the employee his or her regular wages, Vacation Pay/Statutory Holiday Pay and benefits for each week of notice. Week as defined in article 11:01.
- (d) In circumstances where an employee is unable to return all the Employer's property to the Employer's place of business prior to the end of his or her regular scheduled shift, the employee shall be paid his or her regular wages, Vacation Pay/Statutory Holiday Pay and benefits up to a maximum of four hours.
- (e) If an employee is terminated for just cause the Employer is not required to give notice, but the employee is entitled to the conditions outlined in Article 25:05(d).
- If an employee wishes to terminate his or her employment with the Employer, the employee

shall give a minimum of two weeks written notice. The Employer shall continue to employ him/her as outlined in Article 25:05(b) or pay him/her in lieu of notice.

- (g) On termination the employee shall receive all monies owed on the next pay period or be sent to employee's last known home address.
- (h) If the conditions as set out in Article 25:05(a) through (g) are not complied with, it shall be termed grounds for a grievance and dealt with in accordance with Article 27. Should there be no resolution at the Industry Committee level; the grievance will be referred to the Ontario Labour Relations Act as per Article 27:03.
- The company must supply a ride home to any employee who is laid off or terminated.

ARTICLE 25:06 **QUARANTINE CLAUSE**

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

ARTICLE 26: **TOOLS AND UNIFORMS**

- 26:01 (a) The Employer shall supply:
 - pipe wrenches, vices, taps and dies
 - electrical tools
 - electric measuring instruments
 - machinist measuring instruments
 - air and gas measuring devices
 - gas containers

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- welding equipment, including wearing apparel and safety accessories
- specialty tools
- vacuum pumps
- power tools
- refrigerant recovery units
- wrenches over 1"
- (b) If the Employer requires electronic devices such as pagers, cell phones, wireless devices, notebooks etc., the Employer will be responsible for the costs of supply, operation and maintenance of same. The employee will maintain this equipment as directed by the Employer and take all reasonable steps to ensure the equipment is secure at all times.
- 26:02 Each Journeyman and Apprentice after completion of his or her first year shall have and maintain a complete set of hand tools necessary to install air conditioning and/or refrigeration equipment. Employees will not supply tools listed in Article 26:01.
- 26:03 The employee will provide the Employer at the time of employment a list of personal tools as mentioned in Article 26:02. This list shall be itemized and completely priced by item. It shall be the responsibility of the employee to keep this list up to date, and as a minimum, must be done annually. When this list has been reviewed and accepted by the Employer as to items and value, and the Employer accepts liability for replacement as outlined in Article 26:09.
- 26:04 Those tools supplied by the Employer will be maintained by the Employer. If these tools are lost or damaged through the negligence of the Employer or other employees, then the Employer is responsible for the repair or replacing same.
- 26:05 Those tools supplied by the Employee will be maintained by the Employee. If these tools are lost or damaged through the negligence of the Employer or

- other Employees, then the Employer is responsible for repair or replacing same
- 26:06 The Employer agrees to supply non durable items used on Employer's work, i.e.: files, cutter wheels, reactor plates, gauges, hoses drill bits, thermometers, etc.
- 26:07 Uniforms (where mandated by the Employer) will be supplied by the Employer at no cost to the Employee and the Employee must wear the uniform. The following list is the minimum annual requirement of an Employer supplied uniform:
 - 8 Shirts
 - 5 Pants
 - 1 Jacket (service)
 - 1 Coverall
 - 1 set insulated coveralls every 2 years where required by the employee's working conditions.

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

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

- 26:08 Safety boots meeting O.H.S.A. standards must be worn by the Employee and shall be provided or reimbursed for as required by the Employee at no cost to the Employee up to a maximum of \$175.00 plus applicable taxes per purchase.
- 26:09 If an employee's tools are lost due to fire, flood or forcible entry of job box, job shack, vehicle, etc., management must be notified immediately. Listed personal tools as required in Article 26:03 (to the value listed) will be replaced immediately by the Employer, in the event there is not a documented list as required in Article 26:03 the Employer will only replace tools up to a maximum value of \$1,000.00. In the event of theft by forcible entry, the police and management must be notified immediately.

ARTICLE 27: **GRIEVANCE PROCEDURE**

- 27:01 Notwithstanding any provision contained in this Collective Agreement, any employee who feels that he or she has been unjustly dismissed, unjustly laid off, unjustly suspended or unjustly dealt with in violation of this Collective Agreement must inform the Employer and the Union in writing within 5 working days of the violation and the matter will be dealt with from then on as a grievance.
- 27:02 Should a dispute arise between an Employer and the Union relating to the interpretation, application or administration of this Collective Agreement, including any question as to whether a matter is arbitrable or where any allegation is made that this Collective Agreement has been violated or should any local trouble of any kind arise, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle without delay any such dispute in respect of which the following grievance procedure is set up:

First: The employee concerned may either alone or accompanied by a Steward of his or her department take the matter directly

to the Working Foreman.

Second: If a settlement is not reached within a reasonable time the Steward may either

alone or accompanied by the employee take the matter to the Department

Manager.

Third: If a settlement is not reached with the

Department Manager within a reasonable time, the matter may be discussed between the Steward, accompanied if so desired by a representative of the Union

and the Employer.

Fourth: If a settlement is not reached with the

Employer, all grievances, except those set

out in Article 27:03 must be referred to the Industry Committee who will render a decision within 10 working days. This procedure must be done prior to advancing to the Ontario Labour Relations Board. Either party to a grievance reserves the right to exercise Article 28:01.

Industry Committee:

This is a committee of four, comprised of two O.R.A.C. appointees and two Local 787 appointees. Their purpose is to provide 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

- 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**

- This Collective Agreement shall remain in force until April 30th, 2022 and shall remain in force from year to year thereafter unless either party to this Agreement gives notice in writing to the other party within a period which shall not be more than 120 days or less than 90 days prior to the expiration of each term, of its intention to terminate this Collective Agreement or seek amendments to same.
- 31:02 It is agreed that every effort will be made, by both parties to this Collective Agreement, to conclude negotiations for a new Collective Agreement before this Collective Agreement expires. Should a new Collective Agreement not be forthcoming prior to the termination date, work will continue and employees shall be entitled to retroactive pay for up to 30 calendar days.
- 31:03 In respect to this Collective Agreement, the signatory parties agree that at least once a year no later than ninety (90) days prior to the Anniversary Date the Union and O.R.A.C. will convene a meeting for the purpose of appraising the effectiveness of this Agreement.

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

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

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

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

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

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

31:05 In witness to this Collective Agreement the members of the Negotiating Committee of both parties have hereby signed their names giving effect to this Collective Agreement as of May 1, 2019.

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 787	Ontario Refrigeration and Air Conditioning Contractors Association
Andrew Tarr	Phil Taggart
Ian Frost	David Steele
Tony Panetta	Gregg Little
John Homiak	David Sinclair
Dave Rachey	Tony Mammoliti

APPENDIX "A"

CONSTRUCTION DEFINITION

Construction is the original: custom prefabrication, or custom fabrication, or erection, or installation, or joining together or handling, or setting up, or charging, or start-up, or testing, or adjusting, or system balancing; including hydronics and air in any form of any equipment used in the Air Conditioning trade as per Ontario Regulation 75/05 and heating work in the Construction Sector. Where any component of a previously completed construction job is subsequently replaced with another component of a different size or capacity for the purpose of substantially changing the overall use, design, capacity or intent of the original system, such work is construction work. Construction covers all piping hanger materials for the installation of air conditioning and heating equipment and systems and the installation of all manufactured equipment, built up or packaged, including the setting of same such as air handlers, condensers, towers, chillers, compressors, free standing coils and the installation of reheat coils controls where attached and condensate drain lines and refrigerated market equipment.

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

- (a) All piping components used for primary and secondary cooling systems and the setting, hanging and installation of all units and fixtures for air conditioning systems, combination heat/cool units, heat pumps, ice making equipment, humidifying units, dehumidifying units, refrigeration units and cooling units and the charging, testing and start up of all such equipment and systems.
- (b) The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, tubing raceways used in connection with the heating and air conditioning industry.

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- (c) All gas and arc welding, brazed, soldered, caulked, expanded and rolled joints in connection with the heating and air conditioning industry.
- Laying out, cutting, bending and fabricating, or all pipe work of every description relating to (a) by whatever mode or method.
- (e) All methods of stress relieving of all pipe joints made by every mode or method in the heating and air conditioning industry.
- The assembling and erection of tanks used in the heating and air conditioning industry.
- (g) The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the refrigeration and air conditioning industry.
- (h) The dismantling and repair for reuse of all refrigeration and air conditioning equipment which involves the recovery, reclaim and reuse of any refrigerant.
- All piping for cataracts, cascades (i.e.: artificial waterfalls), make-up water fountains, captured waters, water towers, cooling towers, and spray ponds used for industrial manufacturing, commercial or for any other purposes in the refrigeration and air conditioning industry.
- 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.
- Hoisting, setting up, hanging and installing all equipment supplied by the refrigeration and air conditioning industry.

- 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, dryers, heaters, oil burners, stokers and boilers and cooking utensils, etc. of every description.

APPENDIX "B"

DEFINITION OF ZONES

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

ZONE 1 – Is that portion of Southern Ontario enclosed by:

- (a) a straight line on its south eastern boundary drawn through the eastern limits of the town of Winona and the western limits of the town of Dunnville and extending to Lake Erie on the south and Lake Ontario on the north.
- (b) a straight line drawn from the north shore of Lake Erie through the eastern limits of the town of Langton and the centre of the town of Otterville to terminate at the southern limits of the town of Norwich.
- (c) a straight line drawn easterly through the southern limits of the town of Norwich north easterly through the southern limits of the town of Newmarket to the northern limits of the town of Mount Albert, then a straight line from the town of Mount Albert to the southern limits of the town of Bobcaygeon.
- (d) a straight line from the southern limits of the town of Bobcaygeon through the eastern limits of the town of Port Hope to the north shore of Lake Ontario.

ZONE 2 – Is shown on the map in two sections:

(a) is all of the area east of the straight line from Winona to Dunnville up to the International border and includes Grimsby, St. Catharines, Welland, Niagara Falls, Fort Erie, etc. (b) is all of the area in south western Ontario west of the boundary of Zone 1 and Zone 2.

ZONE 3 – Is the area:

- (a) east of a straight line drawn from the south western limits of the town of Collingwood through the north eastern limits of the town of Newmarket and ends where the line joins the northern boundary of Zone 1.
- (b) that areas east of the line running north from Lake Ontario and making the eastern boundary of Zone
- (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

2625461 Ontario Inc. (Transcool)

SISU Mechanical Services 46 Clergue St.

Box #312

Kakabeka Falls, ON P0T 1W0

Phone: 807-708-8882

398362 Ontario Ltd.

T/A Etobicoke Sheet Metal

12 Taber Rd.

Etobicoke, ON M9W 3A4 Phone: 416-743-3522

Fax: 1-888-809-3080

462289 Ontario Ltd.

Tri-Air Systems

391 Steelcase Rd. W.

Unit #14 & #15

Markham, ON L3R 3V9 Phone: 905-470-2424

Fax: 905-470-6295

946766 Ontario Ltd.

Summit Mechanical

749 The King's Way Peterborough, ON K9J 6W7

Phone: 705-740-0202

Fax: 705-743-7606

A.Wright Mechanical Inc.

133 Roxborough Ave.

Kitchener, on N2M 1P8

Phone: 519-635-5705

Fax: 519-893-9135

Absolute Alliance HVAC Solutions 17 Kenewen Crt. Toronto, ON M4A 1R7 Phone: 416-410-4946 Fax: 416-759-0041

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

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

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

AIM Industrial Inc. 29 Cherry Blossom Rd. Cambridge, ON N3H 4R7 Phone: 519-747-2255 Fax: 519-747-4617

Ainsworth Inc.

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

Ainsworth Technical LP 759 Evett Street Sarnia, ON Phone: 519-337-3331 Fax: 519-337-1116

Ainsworth Inc (Ottawa) 100-2935 Conroy Rd. Ottawa, ON Phone: 613-247-7925

Air Source Mechanical Inc.

145 Royal Crest Crt. Unit #18 Markham, ON L3R 9Z4

Phone: 905-470-0628 Fax: 905-470-4063

Air Spectrum Ltd.

79 O'Connor Cres. Richmond Hill, ON L4C 7N8 Phone: 416-617-0027

Air Treatment Heating & Cooling 20 Densley Ave. Toronto, ON M6M 2R1

> Phone: 416-235-0373 Fax: 416-235-2763

Air Zone Mechanical Ltd.

7 Martin Rd. Mulmur, ON L9V 3H1

Phone: 416-457-4549

Airco Ltd.

1510 Old Falconbridge Rd. Sudbury, ON P3A 4N8

Phone: 705-673-2210

Fax: 705-673-6812

Alliance Engineering & Construction Ltd.

1732 Woodward Dr. Suite 300

Ottawa, ON K2C 0P8

Phone: 613-822-3040 Fax: 613-822-3040

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

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

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

B I C Mechanical Ltd. 81 Colbourne Cres. Orangeville, ON L9W 5A9 Phone: 416-748-9199

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

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

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

Fax: 416-755-3874

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

Bird Mechanical Ltd 1201 Nicholson Rd. Newmarket, ON L3Y 9C3 Phone: 905-954-1020

BKA Mechanical Inc. 99 Sante Dr. Unit C Concord, ON L4K 3C4 Phone: 905-738-3675 Fax: 905-695-0413

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

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

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

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

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

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

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

Breau Air Inc. 164 Optimist Park Dr. London, ON N6K 4M2 Phone: 519-521-8886

Brookfield Global Integrated Sol. 4175-14 Avenue Suite #300 Markham, ON L3R 0J2 Phone: 905-943-4100

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

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

BSG Services Inc. #44-1200 Speers Rd., Unit # 1 Oakville, ON L6L 2X4 Phone: 905-829-1655

Fax: 905- 829- 5996

Buhler Mechanical Service

911 Tungsten St. Thunder Bay, ON P7B 5Z3 Phone: 807-344-1234

Fax: 807-344-1200

C & L Industrial Refrigeration Inc.

P.O Box 1449 Uxbridge, ON L9P 1N6 Phone: 647-985-5860

Electrical Construction Ltd. 126 Green St., Box 993

> Sarnia, ON N7T 7K2 Phone: 519-336-3430

Fax: 519-336-8578

Canem Systems Ltd.

500 Jamieson Pkwy.

Cambridge, ON N3C 0G5 Phone: 226-566-9652

Cantwell Air Conditioning

27 Northside Rd. Unit #2727

Ottawa, ON K2H 8S1

Phone: 613-828-1200 Fax: 613-828-0783

Carmichael Engineering Ltd.

3822 Ave Decourtrai

Montreal, QC H3S 1C1

Phone: 1-888-735-4361 Fax: 514-648-2499

Carmichael Engineering Ltd. 2389 Scanlan St. London, ON N5W 6G9 Phone: 1-888-735-4361 Fax: 519-652-7266

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

Carmichael Engineering Ltd. 1240 Kenaston St. Ottawa, ON K1B 0B2 Phone: 1-888 735-4361 Fax: 613-741-6345 Carmichael Engineering Ltd. 2015 Fisher Drive Peterborough, ON K9J 6X6 Phone: 705-740-2000 Fax: 705-740-1977

Carmichael Engineering Ltd. 270 Adams St. Belleville, ON K8N 5S4 Phone: 613-962-3440 Fax: 613-962-2674

Carmichael Engineering Ltd. 875 Foster Ave. Windsor, ON N8X 4W3 Phone: 519-258-9579 Fax: 519-946-0279

Carrier Canada Ltd. 5201 Explorer Dr. Mississauga, ON L4W 4H1 Phone: 905-672-0606 Fax: 905-405-4019

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

Carrier Commercial Service 8 Hearst Way Ottawa, ON K2L 2P4 Phone: 613-818-6594 Fax: 860-998-9306

Cascade Mechanical Services Ltd. 86 Guided Crt. Unit C Etobicoke, ON M9V 5H1

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

Phone: 416-678-1874

Chiller Systems Consulting P.O. Box 20039 Orillia, ON L3V 7X9 Phone: 647-972-8237

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

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

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

Cimco Shop 61 Villarboit Cres., Unit # 1 Concord, ON L4K 4R2 Phone: 416-465-7581 Fax: 905-761-9794

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

Climatech Inc. 20 Regan Rd.

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

Cloud 9 HVAC Services 1182 Ste Therese Ln. Orleans, ON K1C 2A6 Phone: 613-304-5329

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

Combustion Techs 10390 Talbot Trail Blenheim, ON NOP 1A0 Phone: 226-350-3473 Fax: 226-773-0124

Complete Comfort Heating & Air Conditioning

11 Seapark Dr.

Unit #6

St. Catharines, ON L2M 6S5

Phone: 905-397-7230

Fax: 289-362-2312

Compu-Temp Air Designs Ltd.

164 Trowers Rd.

Woodbridge, ON L4L 5Z3

Phone: 416-746-2005

Fax: 416-746-2051

Conestogo Mechanical Inc.

50 Dumart Place

Kitchener, ON N2K 3C7 Phone: 519-579-6740

Fax: 519-579-5962

Consistent Cooling Inc.

35 Stewart Dr.

Guelph, ON N1H 6H7

Phone: 1-877-846-2036

Fax: 1-877-873-6117

Contrast Heating & Air Conditioning Ltd.

1895 Clements Rd.

Unit #9

Concord, ON L4K 3N5

Phone: 416-223-8552

Cool Check Air Conditioning Ltd.

25 Coronet Rd., Unit # 4

Etobicoke, ON M8Z 2L8

Phone: 416-239-1000

Fax: 416-236-4323

Coolbreeze Service Ltd.

6500 Northwest Dr.

Mississauga, ON L4V 1P2

Phone: 905-672-7887

Fax: 905-672-7829

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Coolmark Mechanical Ltd
   70 Silton Rd., Unit # 12
   Vaughan, ON L4L 8B9
   Phone: 905-265-9620
   Fax: 905-265-9619
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Cooltown Climate Control Corp. 7270 Woodbine Ave., Suite 310 Markham, ON L3R 4B9 Phone: 800-555-5007 Fax: 437-700-5275

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

Core One Mechanical Group Ltd. 1291 Aldsworth Cres. Oshawa, ON L1K 1S1 Phone: 905-239-9385 Fax: 905-239-9382

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

Cyber Air Systems Inc. 2355 Royal Windsor Dr. Unit #11 Mississauga, ON L5J 4S8 Phone: 905-855-8040 Fax: 905-569-7663

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Dael Thermal Group Inc.
   50 Airview Rd.
   Unit 17
   Toronto, ON M9W 4P2
   Phone: 416-742-8800
   Fax: 416-742-9839
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Daikin Applied Canada Inc. P.O. Box 1551 Minneapolis, MN, USA 55440

> Phone: 763-553-5309 Fax: 763-509-7635

Daikin Applied Canada Inc.

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

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

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

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

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

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

DNA Mechanical 503 Carlingview Dr. Toronto, ON M9W 5H2 Phone: 905-264-1229

Donair Air Conditioning & Heating Service Ltd. 1235 Gorham St. Newmarket, ON L3Y 8Y5 Phone: 416-667-1527

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

Fax: 905-836-1670

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

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

E S Fox Ltd.

35 Goderich Rd.

Unit # 1- #3

Hamilton, ON L8E 4P2 Phone: 905-547-7225

Fax: 905-547-3339

E S Fox Ltd.

209 Dalton Ave.

Kingston, ON K7K 6C2

Phone: 613-549-4396

Fax: 613-549-1238

E S Fox Ltd.

P.O. Box 1010

9127 Montrose Rd.

Niagara Falls, ON L2E 7J9

Phone: 905-354-3700

Fax: 905-354-5599

E S Fox Ltd.

1349 Kelly Lake Rd., Unit #1

Sudbury, ON P3E 5P5 Phone: 705-522-3351

Fax: 705-522-9311

E S Fox Ltd.

905 Commerce St.

Thunder Bay, ON P7E 6E8

Phone: 807-475-4281

Fax: 807-475-4656

E.S Fox Ltd.

7500 Hwy 27, Unit # 3

Vaughan, ON L4H 0J2

Phone: 905-851-8117

Fax: 905-851-3778

Edge Mechanical Inc.

100 Sandiford Dr., Unit #48

Stouffville, ON L4A 7X5

Phone: 905-642-8886

Fax: 905-642-1886

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

Energy One Home Services 377 Trillium Circle Wendover, ON K0A 3K0 Phone: (613) 715-4567

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

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

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

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

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

G.A. Enns Industrial Refrigeration Ltd.

8957 Wellington Road 50

Acton, ON L7J 2L8 Phone: 905-567-6306

Fax: 519-853-4139

Gateway Mechanical Services Inc.

14605 188th Ave.

Edmonton, AB T5L 2M7

Phone: 1-800-414-4929

Fax: 780-425-0683

General Air Systems Inc.

65 Woodstream Blvd.

Unit #17

Woodbridge, ON L4L 7X6

Phone: 416-740-2188

Fax: 416-981-3058

Gordon Wright Electric Ltd.

6255 Don Murie St.

Niagara Falls, ON L2G 0B1

Phone: 905-356-5730

Fax: 905-356-4588

GPA Factory Service Inc.

6 Shields Crt., Unit #4

Markham, ON L3R 4S1

Phone: 905-851-3991

Grayco Air

1895 Clements Rd.

Unit #160

Pickering, ON L1W 3V5

Phone: 905-428-0283

Fax: 905-428-7420

Graywood Electric (Automated Logic)

14 Automatic Rd.

Unit #32

Brampton, ON L6S 5N5

Phone: 905-789-8900

Fax: 905-660-1875

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Haller Mechanical Contractors Inc.
   1537 McDougall St.
   Windsor, ON N8X 3M9
   Phone: 519-254-4635
   Fax: 519-254-3385
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Harvey Refrigeration Ltd. 3305 Weatherford Rd. Mississauga, ON L5M 7X8 Phone: 416-896-9071

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

HECO

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

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

Honeywell Ltd.

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

Honeywell Ltd.

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

430 McNeilly Rd.

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Honeywell Ltd.
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130 Dufferin St., Unit # 1001

London, ON N6A 5R2 Phone: 519-640-1914

Fax: 519-679-3977

Honeywell Ltd.

400 Maple Grove Rd.

Kanata, ON K2V 1B8

Phone: 613-595-7600 Fax: 613-595-7699

Honeywell Ltd.

1899 Lasalle Blvd.

Sudbury, ON P3A 2A3 Phone: 705-566-6731

Fax: 705-566-6622

Honeywell Ltd.

883 Tungsten St.

Unit #2

Thunder Bay, ON P7B 6H2

Phone: 807-343-5555

Fax: 807-626-9358

Honeywell Ltd.

3096 Devon Dr.

Windsor, ON N8X 4L2

Phone: 519-250-2030

Fax: 519-250-2004

Honeywell Ltd.

3333 Unity Dr.

Mississauga, ON L5L 3S6

Phone: 905-608-6000

Fax: 905-608-6001

Hubbard Mechanical Inc.

169 Clavet St. Thunder Bay, ON P7A 2M3

Phone: 807-473-7792

Fax: 807 768-1858

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HVAC Dimensions Ltd.
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25 Great Lakes Dr.

P.O. Box 68553

Brampton, ON L6R 0J8 Phone: 905-790-9860

Fax: 905-790-3428

Industrial Refrigerated Systems Inc.

10282 4th Line

R.R. #5

Milton, ON L9T 2X9 Phone: 905-702-8802

Ingenuity Building Efficiency

Technologies Ltd.

51261 Clinton St.

Springfield, ON N0L 2J0 Phone: 519-854-3428

Initial Air Systems Ltd.

179 Kingsview Dr. Vaughan, ON L4H 2Z3

Phone: 416-795-6339

Irvcon Ltd.

1145 Pembroke St. E

Pembroke, ON K8A 7R4

Phone: 613-732-7311

Fax: 613-735-2615

Isotherm Engineering Ltd.

2133 Royal Windsor Dr.

Unit #37

Mississauga, ON L5J 1K5

Phone: 905-822-2430

Fax: 905-822-5182

J Melvin & Associates Ltd.

3045 Southcreek Rd., Unit # 22

Mississauga, ON L4X 2X6

Phone: 905-629-3322

Fax: 905-629-1091

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J. F. Mechanical Air Systems Inc.
    120 Mount Crescent
    Angus, ON LOM 1B5
    Phone: 647-223-9924
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J.L Refrigeration Inc.

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

Jade Logic Building Tech. Inc. 16 Stonefield Dr. West Montrose, ON N0B 2V0

> Phone: 519-886-4254 Fax: 519-886-4253

Johnson Controls

HR Shared Service Ctr. 507 E Michigan St. Milwaukee, WI, USA 53209 Phone: 441-524-6637 Fax: 877-410-8180

Johnson Controls 100 Southgate Dr.

Guelph, ON Phone: 519-250-2000

Fax: 519-250-2004

Johnson Controls 90 Bessemer Rd.

London, ON N6E 1R1 Phone: 519-681-1221

Fax: 519-681-9322

Johnson Controls

30 Edgewater St. Unit #108

Ottawa, ON K2L 1V8 Phone: 613-831-2673

Fax: 613-836-3106

Johnson Controls 4175 14th Ave. Unit #300 Markham, ON L3R 5R5 Phone: 905-415-3295 Fax: 905-943-4100

Kawartha Mechanical Ltd. P.O. Box 491 Bridgenorth, ON K0L 1H0 Phone: 705-933-9080 Fax: 705-292-1293

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

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

KEM Khider Electromechanical 2212 Worthing Heights Way Oakville, ON L6M 0A3 Phone: 905-827-0637

Kemp Mechanical 180 Belview Rd. Thunder Bay, ON P7G 1L6 Phone: 807-473-7999

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

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K2 HVAC
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344 Bleams Crt.

New Hamburg, ON N3A 1L8 Phone: 226-791-3179

Lancaster Sheet Metal Ltd.

195 Hempstead Dr. Hamilton, ON L8W 2E6

Phone: 905-388-3800 Fax: 905-575-7166

Lar Mex Inc.

5509 Canotek Rd. #4

Gloucester, ON K1J 9J8 Phone: 613-747-1563

Laser Heating & Air Conditioning Inc.

19 Kenview Blvd.

Unit #46

Brampton, ON L6T 5G6

Phone: 905-793-0771

Fax: 905-793-0891

LCD Mechanical Inc.

10557 Keele St.

Unit #8

Maple, ON L6A 0J5

Phone: 905-832-6788 Fax: 905-417-5982

Lekter Industrial Services Inc.

500 Harvard Dr.

Belle River, ON NOR 1A0 Phone: 519-727-3713

Fax: 519-727-6176

M A S Mechanical Ltd.

855 Alness St.

Unit #21

Toronto, ON M3J 2X3

Phone: 416-740-5051

Fax: 416-740-5324

M.C. Mechanical Services Inc. 21 Signal Hill Ave. Toronto, ON M9W 6V8 Phone: 416-679-8999

M.T.I. Ltd.

860 Denison St., Unit # 5 Markham, ON L3R 4H1 Phone: 905-513-1953 Fax: 905-513-1955

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

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

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

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

Mayfair Systems 9 Industrial Pkwy. S., Unit # 5 Aurora, ON L4G 3V9 Phone: 905-475-6635 Fax: 905-475-0560

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

Fax: 905-789-9945

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

Fax: 905-629-8085

Meridian Mechanical Ltd. 15 Wilsongary Cirlce Ajax, ON L1T 0G8 Phone: 416-473-7326

Metal Air Mechanical Systems Ltd.

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

Mike Witherell Mechanical Ltd.

74 Mumford Dr. Lively, ON P3Y 1L2 Phone: 705-522-6445

Fax: 705-692-5275

Mitchell Refrigeration Ltd. 1635 Sismet Rd.

Unit #27

Mississauga, ON L4W 1W5 Phone: 905-624-1162

Fax: 905-624-0812

Modern Niagara Mechanical Services Ltd.

8125 Hwy 50

Vaughan, ON L4H 4S6 Phone: 416-748-3882

Fax: 289-657-1100

MSB HVAC Services Ltd. 1160 Kerrisdale Blvd. Unit #21 Newmarket, ON L3Y 8Y4 Phone: 905-898-7979 Fax: 905-898-3594

Myko Mechanical Ltd. 195 Norseman St. Unit #20 Etobicoke, ON M8Z 0E9 Phone: 905-238-8302

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

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

Nelco Mechanical Ltd. 77 Edwin St. Kitchener, ON N2H 4N7 Phone: 519-744-6511 Fax: 519-744-3072

New Found Air and HVAC Services P O Box 100 Stouffville, ON L4A 7Z4 Phone: 416-232-9229

Nexus Mechanical Group Inc. 22 Worfolk Place Whitby, ON L1N 6Z2 Phone: 416-743-3714 Fax: 647-404-9258

Nortek Mechanical Services 1350 Queen St. W Brampton, ON L6X 0B2 Phone: 416-565-1751

Fax: 905-565-8692 Northern Air Environmental Tech Inc.

107 Tycos Dr.

Unit #4

Toronto, ON M6B 1W3

Phone: 905-458-9988 Fax: 905-458-9694

Nortown Air Systems

20 Densley Ave. Toronto, ON M6M 2R1

Phone: 416-235-2727

Fax: 416-235-2763

Oakwood Mechanical Systems Ltd. / Mapleridge

Mechanical 380 Lake Rd., Unit # 4

Bowmanville, ON L1C 4P8

Phone: 905-619-0114 Fax: 905-619-1582

Ontario Air Systems Ltd.

1885 Clements Rd., Unit # 204

Pickering, ON L1W 3V4 Phone: 905-428-8080

Fax: 905-428-0655

Ontario Heating & Air Conditioning Ltd.

132 Carlyle Cres.

Aurora, ON L4G 6P7

Phone: 905-726-4141 Fax: 905-726-3305

Ontario Power Generation

1675 Montgomery Park Rd.

Pickering, ON L1V 2R5

Phone: 905-839-1151

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

Opus Mechanical Services Ltd. 21 Alex Ave., Unit # 2 Vaughan, ON L4L5X2 Phone: 416-312-4500

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

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

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

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

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

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Pneumatemp Systems Ltd.
   892 Best Circle
   Newmarket, ON L3X 2H8
   Phone: 905-478-2006
   Fax: 905-478-8667
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Polar Mechanical 596 Squire St. Thunder Bay, ON P7B 4A8 Phone: 807-623-1525 Fax: 807-623-1539

Powerful Group of Companies Inc. 1715 Meyerside Dr. Unit #1 Mississauga, ON L5T 1C5 Phone: 416-674-8046

Fax: 905-696-9949

Pro-Tech Mechanical Services Ltd. 2089 Jetstream Rd. London, ON N5V 4M7 Phone: 519-452-1631 Fax: 519-452-1632

Pure Heating & Cooling 74 Cromwell Ave. Oshawa, ON L1J 4T6

Phone: 905-243-2260

R & R Mechanical Group Inc. 62 McBrine Place Unit #8 Kitchener, ON N2R 1H5 Phone: 519-465-1748

Fax: 1-888-334-7066

R H A Environmental 93 Bell Farm Rd. Suite #109 Barrie, ON L4M 5G1

Phone: 705-726-4958 Fax: 705-726-1575

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

RCI HVAC and Automation 2629574 Ont. Inc. 39 Glenwood Dr. Barrie, ON L4N 1R3 Phone: 705-737-3835

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

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

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

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

Roberts Onsite Inc.

209 Manitou Dr.

Kitchener, ON N2C 1L4 Phone: 519-578-2230

Fax: 519-578-2979

Romo Air Systems

5100 Erin Mills Pkwy.

Box 53008 Mississauga, ON L5M 5H0

Phone: 905-279-5868

Fax: 905-820-8555

Rose Mechanical Inc

5610 Avonmore Rd.

Long Sault, ON K0C 1P0 Phone: 613-930-3628

Rosetown Central Refrigeration

195 Wilkinson Rd.

Brampton, ON L6T 4X1

Phone: 905-451-3147

Fax: 905-452-9143

S I G Mechanical Services Ltd.

51 B Esna Park Dr.

Markham, ON L3R 1C9

Phone: 905-475-3000

Fax: 905-475-3170

Seguin Morris

620 Rue de Vernon

Gatineau, QC J9J 3K5

Phone: 819-776-3939

Sensible Heating & Air Conditioning Ltd.

75 National Cres.

Brampton, ON L7A 1G9

Phone: 416-726-7102

Fax: 905-840-6183

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

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

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

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

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

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

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

Spectrum Mechanical (2009) Ltd. 10-499 Edgeley Blvd.

Concord, ON L4K 4H3

Phone: 905-760-0067

Fax: 416-352-1808

Springbank Mechanical Systems 3615 Laird Rd.

Unit #1

Mississauga, ON L5L 5Z8 Phone: 905-569-8990

Fax: 905-569-8992

Standard Mechanical Systems Ltd.

3055 Universal Dr. Mississauga, ON L4X 2E2

Phone: 905-625-9505

Fax: 905-625-0558

Startek Building Solutions

315-Westforest Trail Kitchener, ON N2N 3J2

Phone: 519-584-2151

Fax: 519-584-2429

Sundawn Integrated Services Inc.

1693 Mattawa Ave. Mississauga, ON L4X 1K5

Phone: 905-277-4822

Fax: 905-277-4911

Superior Air Systems Ltd.

50 Baywood Rd.

Etobicoke, ON M9V 3Z3 Phone: 416-742-7447

Fax: 416-742-742-7461

Superior Boiler Works and Welding Ltd.

375 McNeilly Rd.

Stoney Creek, ON L8E 5H4

Phone: 905-643-6628

Fax: 905-643-2847

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Sure-Fix Service Group Inc.
   7334 Garner Rd.
   Niagara Falls, ON L2E 6S5
   Phone: 905-357-0919
   Fax: 905-357-0782
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T & D Air Cond. Processes Inc. 13 Casper Cres. Brampton, ON L6W 4N3 Phone: 905-792-6688 Fax: 905-792-6995

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

Fax: 613-398-7171

Temp Air Control Unit # 18 – 169 Dufferin St. S Alliston, ON L9R 1E6 Phone: 705-435-9271 Fax: 905-435-9803

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

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

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

Thermal Mechanical Air Systems Inc.

67 Castleview Cres.

Markham, ON L6C 3C4 Phone: 416-725-2321

Thermogenix Ltd.

Box 28006

Barrie, ON L4N 7W1 Phone: 705-984-7328

Thomas Lemmon & Sons (1973) Ltd.

765 Montreal St.

Kingston, ON K7L 4W2

Phone: 613-546-9161 Fax: 613-546-0871

Toronto District School Board

Mtce. & Const. Skilled Trades Council

5050 Yonge St.

Toronto, ON M2N 5N8 Phone: 416-395-8233

Fax: 416-406-3410

Touchstone Building Technologies Inc. 38 Maplecrest Dr.

Breslau, ON N0B 1M0

Phone: 226-978-8080

Fax: 226- 946-1401

Trane Ottawa Division

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Ottawa, ON K2H 8K7

Phone: 6133-820-8111

Fax: 613-820-1414

Trane Service Agency (London)

8 Belleisle Crt.

London, ON N5V 4L2

Phone: 519-453-3010

Fax: 519-453-3024

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

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

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

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

VCI Controls Inc (OT) 9 Camelot Crt., Suite 100 Ottawa, ON K2G 5W6 Phone: 613-226-6712 Fax: 613-226-2203

Vollmer Inc.

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

W. A. C. Heating & Cooling 3883 Menoke Beach Rd. Severn, ON L3V 0T9 Phone: 705-327-9970

Weiss Service Associates Inc.

44 Balmoral Dr.

Guelph, ON N1E 3N6

Phone: 519-826-6955 Fax: 519-826-0655

Westaire Air Conditioning & Htg Ltd.

58 Oakwood Ave. N

Mississauga, ON L5G 3L8

Phone: 905-278-8868

Fax: 905-278-8270

Wintech Air Systems Inc.

3A Edvac Dr., Unit #8

Brampton, ON L6S 5X8

Phone: 905-673-2345 Fax: 905-673-2346

XTRA Mechanical Ltd.

6793 Steeles Ave. W Toronto, ON M9V 4R9

Phone: 416-748-9872

Fax: 416-749-9872

Yorktowne Air Inc.

201 Spinnaker Way, Unit # 10

Concord, ON L4K 4C6

Phone: 905-532-9699

Fax: 905-761-7851

Appendix "D"

Request for Change of Hours

Date:	-
To: UA Local 787	Phone: 905-790-1019
Attention: Business Manager	Fax: 905-790-1022
From:	Phone:
	Fax:
	Email:
Reason and Description for the c	change of standard hours of work
Area/Zone:	
Location:	
Start Date:	Duration:
Employees affected by change:	
For the Union	For the Employer

MULES			

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Notes	

MATES			

NON I.C.I. CONSTRUCTION, SERVICE AND MAINTENANCE **COLLECTIVE AGREEMENT** 2019

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.

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

(2019)

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 Employers listed in Appendix "D" 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

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

- The location of Company workshops and warehouses.
- 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.
- The right to decide on the number of employees needed by the Employer at any time.

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- 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:

- 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 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**

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

> Working Foreman Journeyman Mechanic Apprentice Maintenance Mechanic Gas Fitter Student

These categories or classes are defined as follows:

- 6:02 WORKING FOREMAN - The determination of the number of working Foreman, if any, is solely the responsibility of the Employer. The Employer's salaried personnel may handle all the dispatching and assignment of duties.
- 6:03 JOURNEYMAN MECHANIC - Shall designate a person who holds a valid Certificate of Qualification for the Province of Ontario and who has passed any examination which may be required by the Local 787 Examining Board.
- 6:04 APPRENTICE – Shall designate any person who is indentured for a minimum period to the "Refrigeration Workers Local 787 – O.R.A.C. Training Fund" Joint Training and Apprenticeship Committee (J.T.A.C.) for the purpose of learning the trade as required by the Ontario College of Trades Apprenticeship Act (O.C.T.A.A.). The Apprentice will attend all courses of study as required by the O.C.T.A.A. and by the J.T.A.C.

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

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

- 6:05 MAINTENANCE MECHANIC – Must be qualified to perform and shall be allowed to perform the work listed in Appendix "C".
- 6:06 GAS FITTER – Shall designate a person who holds a valid certification issued by TSSA and will only perform the work that is covered by that certification. Before a person is hired as a gas fitter, their wages and job scope are to be cleared by the Union.
- 6:06 STUDENT – For the purpose of this Collective Agreement, the term Student shall mean a person who, except for summer vacation period or work study period,

would normally be attending full time at High School, Vocational School, or University and taking subjects relating to the Refrigeration and Air Conditioning Trade.

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

- 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 five (5) categories:

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

7:01 GENERAL – The Employee shall:

(a) Assume his/her position with the Employer according to his/her qualifications in the industry and shall accept the following as the minimum requirements and terms of employment, but

- shall not be limited to them or relieved of further responsibility delegated by the Employer.
- (b) Arrive for work suitably and neatly dressed at the established starting time unless prevented by the Employer from doing so.
- (c) While in the possession of the Employer's tools, equipment, materials, vehicles or other Employer's property, take all reasonable precautions to prevent damage, loss, theft, breakage, misuse, etc.
- (d) When operating an Employer's vehicle, ensure the vehicle is operated in accordance with the Company Policy and in a manner which will result in maximum useful life and maximum economy. While all costs for maintenance and repairs are borne by the Employer, the employee will advise the Employer immediately and in writing, with a copy to be retained by the employee, of any servicing that may be required to keep the vehicle in good and safe running order and presentable in appearance.
- (e) When representing the Employer, make every effort, according to his/her qualifications, to look after the best interests of the Employer.
- 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.

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- (g) The Employer's vehicle is restricted to use on Employer's business only. Employer's business will include but not be limited to training, travel to and from work sites according to Article 11:04, afterhours service as per Article 11:07, picking up and delivery of parts and supplies and other approved Employer's work activities. The use of the Employer's vehicle for personal use is strictly prohibited.
- 7:02 WORKING FOREMAN - Shall be capable of instructing Journeymen and Apprentices in the actual repair work from instructions given by the Employer and perform the work of a Journeyman Mechanic when so required by the Employer.

7:03 JOURNEYMAN MECHANIC

- Journeyman Mechanic shall when issued a specific job assume the role of a mechanic and representative of the Employer and take the initiative to perform the work, according to the best practice of this industry. Where circumstances are beyond his/her control he/she shall immediately advise the Employer.
- (b) When working with an Apprentice, a Journeyman Mechanic shall guide and instruct the Apprentice to ensure that the production of the Apprentice is of the best quality.
- (c) A Journeyman Mechanic shall take reasonable steps to ensure that upon leaving a job, the safety of other workers engaged at the work area are not in jeopardy due to unsecured equipment or materials. Upon completing a job or leaving a work area for a sustained period of time, a Journeyman Mechanic shall clean up the work area or shall make arrangements to have this done according to the project requirements.
- 7:04 APPRENTICE – The responsibility of an Apprentice is covered under the direction of the "Refrigeration Workers Local 787 – O.R.A.C. Training Fund" (J.T.A.C.).

- (a) The Apprentice will work under supervision of a Journeyman member of the Union and be responsible to the Journeyman for the work which the Apprentice has performed. The Apprentice shall follow the instructions and directions of the Journeyman.
- 7:05 MAINTENANCE MECHANIC Under the terms of this Collective Agreement, there shall be the following categories or classes of Maintenance Mechanics:
 - 1. Junior Maintenance Mechanic
 - Maintenance Mechanic

These categories or classes are defined as:

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

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

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

ARTICLE 8: RESPONSIBILITY OF EMPLOYER

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

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:

- Assign exclusively to members of the Union or other workers referred to the Employer by the Union all of the work described in Appendix "A" and "C", attached hereto and forming part of this Collective Agreement.
- (b) Employers will not sublet refrigeration or air conditioning work to non-union contractors.
- 8:04 The Employer will maintain Company vehicles in proper mechanical and safe condition. If a dispute arises, concerning the proper mechanical and safe condition of the vehicle, a properly licensed vehicle mechanic shall be the governing body.
 - (a) All Employer's vans will be equipped with metal safety shields or bulkheads of equivalent strength between the driver and the load. The Employer's

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- vehicles will be equipped with First Aid Kits, Fire Extinguisher and Safety Flares.
- (b) It is the responsibility of the employee to notify the Employer of any deficiencies in either 8:04 or 8:04(a).
- 8:05 The Employer shall provide proof of Insurance Coverage (minimum \$1,000,000.00 Public Liability and Property Damage) of vehicle and employee during working hours, and after working hours while using vehicle according to Company Policy. Written proof and permission must be issued to the employee involved.
- 8:06 The Employer shall comply with the regulations under the Occupational Health and Safety Act as amended from time to time, on all jobs where Union members are employed.
- 8:07 The Employer shall provide employees with credit cards, pump keys, cash or other suitable methods of paying for gas, oil, service and minor repairs to Employer's vehicle, parking fees, etc. In some instances an employee may be required to purchase minor materials in which case the employee shall be provided with a cash floater if he/she requests it. If a cash floater is provided, it will be replenished at suitable intervals on submission of receipts for money spent. The cash floater is for the benefit of the Employer and must be available at all working time for that purpose.

ARTICLE 9: UNION STEWARD

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

transferred or discharged by reason of executing his/ her Union duties and responsibilities as a Steward. To be eligible for appointment as a Steward, the employee must have been in the employ of the Company for 12 consecutive months immediately prior to the appointment.

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

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

ARTICLE 10: UNION REPRESENTATIVE

- 10:01 an official representative of the Union shall have access to work areas during working hours provided this is within the control of the Employer.
- 10:02 An official representative of the Union when entering a work area shall when practicable, advise the Superintendent or the Employer of the visit and at no time shall the official representative interfere with job progress unless there is a matter of dispute on the job, in which case the matter must be discussed with the job Superintendent or Foreperson, so that no unnecessary work stoppage occurs.
- 10:03 an official representative of the Union shall be granted unpaid leave of absence when required for Union business provided that reasonable notice is given to the Employer.

ARTICLE 11: **HOURS OF WORK**

The hours of work shall be eight (8) consecutive hours per day not including time for lunch, between 7:30 a.m.

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

- 11:02 An Employer shall give an employee a period of at least eight hours free from the performance of work between shifts unless the total time worked on a successive shift does not exceed 13 hours or unless the Employer and the Union agree otherwise.
- 11:03 The work zone shall be the area within 75 KM by the most direct roadway from the Employer's place of business, shop or branch office.
- 11.04 Employees will be on the job within the work zone by the established starting time. Employees traveling to a job outside the work zone shall be at the boundary of the zone nearest to the job site by the established starting time and established quitting time.
- 11.05 Employees shall be treated fairly in the distribution of work. Within the shop unit, available work will be distributed in an equitable manner. While recognizing geographical constraints, licensing requirements and job skills, it is expected that within the shop unit there

exists the opportunity to equitably distribute work amongst the employees.

- 11:06 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. This emergency work will be distributed on an equal basis to all qualified personnel available in the service of the Employer. Employees who are to be excluded from the standby schedule must be approved by UA Local 787. A standby schedule will be posted by the employer in enough time to allow members to select and schedule vacations in accordance with article 15:04, 15:05 and 15:06. All companies will provide their employees with a policy that deals with excessive hours while on-call.
- 11:07 Qualified employees who have been scheduled by the Employer to provide emergency service, will be required to be available to accept calls outside the established working hours, and, as compensation for the inconvenience incurred, will be paid stand-by pay, as outlined in 11:08, in addition to actual time responding to a call at the job site (3 hour minimum) at prevailing rates on the first call only per day until April 30, 2020. Beginning May 1, 2020, the 3 hour minimum no longer applies and the employees who are on standby and who are requested to assist on a job site will be paid double time between the hours of 11:00pm and 6:00am Monday to Friday and between the hours of 6:00pm and 6:00am Saturday and Sunday.
- 11:08 STANDBY When the employee is on standby, they shall be paid the following:

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

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

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

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

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

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

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

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

- 11:09 SHOW UP PAY Unless the employee is informed prior to the end of the previous work day not to report for work on the following work day, the employee shall be paid an amount equal to four hour wages (including vacation pay and all other financial benefits provided for in this Collective Agreement) and the employee must take work available. A certificate of Juror's attendance issued is considered sufficient proof of payment to be issued.
- 11:10 BEREAVEMENT LEAVE In the event of a death in the employee's immediate family, ie: the employee's parents, grandparents, children, brothers, sisters, or the spouse, the Employer will grant the employee up to five (5) days leave of absence with pay for the purpose of making arrangements for, or attending the funeral or memorial service.

In the event of a death in the employee's other family members, i.e., the employee's spouse's parents,

grandparents, brothers or sisters, the Employer will grant the employee up to five (5) days leave of absence three (3) days with pay for the purpose of making arrangements for, or attending the funeral or memorial service.

Pay shall be at the employee's straight time rate and shall be paid only for claims which occur on a day or days which the employee would be regularly scheduled to work.

11:11 JURY DUTY – Jury Duty compensation will be paid if a member of the Union is summoned for Jury Duty or as a Crown Subpoenaed Witness. For each day that the employee is compensated by the Crown, the employee shall be compensated by the Employer at \$75.00 per day and by the Union at \$75.00 per day up to a maximum of 4 calendar weeks or 20 working days. Proof of payment by the Crown shall be presented to the Employer and to the Union. A certificate of Juror's attendance issued is considered sufficient proof of payment to be issues.

ARTICLE 12: OVERTIME

- 12:01 All time worked before and after the established work day of eight (8) hours, Monday through Friday, and all time worked on Saturday and Sunday shall be paid for at time and one half or as provided for by the Provincial Law whichever is greater. All time worked on Statutory Holidays recognized in Article 12:02 shall be paid for at double time.
- 12:02 STATUTORY HOLIDAYS Recognized Statutory Holidays are New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Simcoe Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. When Statutory Holidays fall on a Saturday or Sunday, the next work day or work days shall be designated as Statutory Holiday(s) or as designated by the Government.

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

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

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

- 12:04 PERMANENT SHIFT WORK CONDITIONS For plants, complexes and/or projects, a shift system may be operated when work is performed on a seven (7) day continuing basis. The names of those employees employed on permanent shift will be published, showing shift rotation and the working shift and the days off for each employee, for a period of at least three (3) months.
- 12:05 The shift rate premium for the second shift shall not be less than 10% of the first shift rate and the shift rate premium for the third shift shall not be less than 15% of the first shift rate.
- 12:06 The standard work day under permanent shift working conditions shall be eight (8) hours of continuous employment, including one half (1/2) hour paid lunch period. Forty (40) hours per week shall constitute a week's work. All time worked in excess of eight (8) hours per day and all time worked on either one of the two scheduled off days shall be paid for at a rate not to be less than time and one half.
- 12:07 If any employee reports late for work, no overtime will be paid until a full day or shift has been completed from time of reporting. An employee is not late if he/ she is asked to report after the established starting time.

ARTICLE 13: TRANSPORTATION, TRAVEL AND ACCOMMODATION

Any employee not supplied with transportation by the Employer and therefore uses his/her own vehicle shall receive sixty (60) cents per km or seventy (70) cents per km when transporting or towing a welding machine, for the use of his/her own vehicle while on Employer's business. For the purpose of computing mileage, it will be assumed that the day begins and ends at the shop and mileage will be computed from shop to shop, shop to job, job to job and job to shop.

> In a situation where an employee is required to use his/her own vehicle on a call or one day basis, the employee will be paid the mileage rate as above or \$35.00 per day or per call (when not transporting or towing a welding machine) or \$40.00 per day or per call when transporting or towing a welding machine whichever is the greater amount.

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

- 13:02 Travel expenses are to be paid at the same time as wages are paid.
- 13:03 It is agreed that each employee will carry a minimum of \$1,000,000.00 Public Liability and Property Damage Insurance on his/her vehicle at business rates if vehicle is used on Employer's business and that he/she will file a copy of the policy endorsement with the Employer.
- 13:04 The Employer agrees to pay parking fees incurred by the employee while on Employer's business.
- 13:05 All employees sent out of the work zone to work and who do not return daily to their normal residence shall receive expenses incurred in obtaining meals and accommodation, and other legitimate expenses incurred, including transportation costs whether by air,

train, bus, etc. If travelling at night by train, a sleeper is provided.

- 13:06 Expense money shall be advanced to each employee for meals and lodging sufficient for the expected duration of the job, (or weekly if job is expected to last longer than seven (7) days) and a detailed amount substantiated by receipts shall be submitted to the Employer by the employee.
- 13:07 If an employee is requested to use his/her vehicle for a job outside the work zone, any travelling involved during the course of the job or jobs, including return trips as outlined in Article 13:08 will be done in the employee's vehicle at the rate as outlined in Article 13:01.
- 13:08 During the course of a job where the employee does not return to his/her normal residence daily the employee will be entitled to return home on the following basis:
 - (a) every week for jobs within 161 km (100 miles) of the work zone.
 - (b) every two weeks for jobs within 644 km (400 miles) of the work zone.
 - (c) every three weeks for jobs over 644 km (400 miles) of the work zone.

If the employee does not wish to return home at the above stated intervals the Employer will continue the payment for lodging and meals during the weekend. If the employee does return home he/she will receive transportation costs as outlined in Article 13:05 but will not receive payment for travelling time. Travel arrangements will be controlled by the Employer.

- 13:09 When on jobs out of the work zone over five (5) days duration, all employees shall be allowed one personal phone call with a ten (10) minutes limit, per day paid by the Employer.
- 13:10 Employees will not be expected to use their own money or any other form of payment for expenses incurred on behalf of the Employer.

13:11 In cases where, for Employer's reasons, the employee has the use of an Employer supplied vehicle to drive from employee's place of residence to the work zone, the employee shall, if requested, reimburse the Employer for the use of the vehicle at a rate not greater than specified in Article 13:01.

ARTICLE 14: WAGE RATES

- The Province of Ontario is divided into four zones as indicated on the map inserted at the end of this Collective Agreement. The location of the dividing lines between the zones is described in Appendix "B" of this Collective Agreement.
- 14:02 If an employee works outside his/her zone, or out of the Province, he/she is to be paid the prevailing rate for the zone in which he/she is working, provided it is not less than that paid in his/her own zone.
- 14:02 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. If an employee is requested to work in the Residential Sector as defined in the ORAC/787 Residential Collective Agreements, he or she will be paid at the ICI prevailing rate.
- Local 787 reserves the right to redirect the alloca-14:03 (a) tions to Benefits Trust Fund, Pension Trust Fund and J.T.A.C. from the Total Wage Package as required, upon due notice to the Employer.
 - The following charts show the basic hourly rates and total wage package which will apply from May 1st, 2019 to April 30th, 2022 for all Local 787 Journeyperson members and UA members of other Locals working on a Travel Card in Local 787.

JOURNEYMEN AND WELDER TOTAL WAGE PACKAGE May 1, 2019

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
1	\$50.62	\$5.06	\$10.05	\$65.73	\$0.37
2	49.96	5.00	10.05	65.01	0.37
3	49.25	4.93	10.05	64.23	0.37
4	48.59	4.86	10.05	63.50	0.37

JOURNEYMEN AND WELDER TOTAL WAGE PACKAGE May 1, 2020

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
1				\$67.14	\$0.37
2		To be determ	minad	66.41	0.37
3		To be determined		65.61	0.37
4				64.86	0.37

JOURNEYMEN AND WELDER TOTAL WAGE PACKAGE May 1, 2021

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
1				\$68.48	\$0.37
2		To be determ	ninad	67.74	0.37
3		To be determined		66.93	0.37
4				66.16	0.37

14:04 Apprentice Rates

Basic

10%

Zone

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

Pen/Ben/Ind/

Field Dues

Total

APPRENTICE TOTAL WAGE PACKAGE May 1, 2019

1	Rate	V.&S.H.P.	Training Fund	Pkg.	Deductions
Term 1	19.21	1.92	6.05	27.18	\$0.37
Term 2	24.54	2.45	6.55	33.54	\$0.37
Term 3	30.36	3.04	6.55	39.95	\$0.37
Term 4	36.28	3.63	6.55	46.46	\$0.37
Term 5	42.11	4.21	6.55	52.87	\$0.37
Zone 2					
Term 1	18.92	1.89	6.05	26.86	\$0.37
Term 2	24.22	2.42	6.55	33.19	\$0.37
Term 3	30.07	3.01	6.55	39.63	\$0.37
Term 4	35.81	3.58	6.55	45.94	\$0.37
Term 5	41.56	4.16	6.55	52.27	\$0.37
Zone 3					
Term 1	18.65	1.86	6.05	26.56	\$0.37
Term 2	23.91	2.39	6.55	32.85	\$0.37
Term 3	29.54	2.95	6.55	39.04	\$0.37
Term 4	35.33	3.53	6.55	45.41	\$0.37
Term 5	41.07	4.11	6.55	51.73	\$0.37
Zone 4					
Term 1	18.38	1.84	6.05	26.27	\$0.37
Term 2	23.55	2.35	6.55	32.45	\$0.37
Term 3	29.19	2.92	6.55	38.66	\$0.37
Term 4	34.87	3.49	6.55	44.91	\$0.37
Term 5	40.47	4.05	6.55	51.07	\$0.37

REFRIGERATION APPRENTICE TOTAL WAGE PACKAGE May 1, 2020

Zone 1	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Term 1				27.76	\$0.37
Term 2				34.26	\$0.37
Term 3		To be determ	nined	40.81	\$0.37
Term 4				47.46	\$0.37
Term 5				54.01	\$0.37
Zone 2	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Term 1				27.44	\$0.37
Term 2				33.90	\$0.37
Term 3		To be determ	nined	40.48	\$0.37
Term 4				46.93	\$0.37
Term 5				53.39	\$0.37
Zone 3	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
3				Pkg.	Deductions
3 Term 1			Training Fund	Pkg. 27.13	Deductions \$0.37
3 Term 1 Term 2		V.&S.H.P.	Training Fund	Pkg. 27.13 33.56	\$0.37 \$0.37
3 Term 1 Term 2 Term 3		V.&S.H.P.	Training Fund	Pkg. 27.13 33.56 39.88	\$0.37 \$0.37 \$0.37 \$0.37
3 Term 1 Term 2 Term 3 Term 4		V.&S.H.P.	Training Fund	Pkg. 27.13 33.56 39.88 46.39	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37
3 Term 1 Term 2 Term 3 Term 4 Term 5	Rate	V.&S.H.P. To be determ	Training Fund mined Pen/Ben/Ind/	Pkg. 27.13 33.56 39.88 46.39 52.84 Total	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37 \$0.37
3 Term 1 Term 2 Term 3 Term 4 Term 5 Zone 4 Term 1 Term 2	Rate	V.&S.H.P. To be determ	Training Fund mined Pen/Ben/Ind/	Pkg. 27.13 33.56 39.88 46.39 52.84 Total Pkg.	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37 \$0.37 Field Dues Deductions
3 Term 1 Term 2 Term 3 Term 4 Term 5 Zone 4 Term 1	Rate	V.&S.H.P. To be determ	Training Fund mined Pen/Ben/Ind/ Training Fund	Pkg. 27.13 33.56 39.88 46.39 52.84 Total Pkg. 26.83 33.15 39.49	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37 \$0.37 Field Dues Deductions \$0.37
3 Term 1 Term 2 Term 3 Term 4 Term 5 Zone 4 Term 1 Term 2	Rate	V.&S.H.P. To be determ 10% V.&S.H.P.	Training Fund mined Pen/Ben/Ind/ Training Fund	Pkg. 27.13 33.56 39.88 46.39 52.84 Total Pkg. 26.83 33.15	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37 \$0.37 Field Dues Deductions \$0.37 \$0.37

REFRIGERATION APPRENTICE TOTAL WAGE PACKAGE May 1, 2021

Zone 1	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Term 1				28.32	\$0.37
Term 2				34.94	\$0.37
Term 3		To be determ	nined	41.62	\$0.37
Term 4				48.41	\$0.37
Term 5				55.09	\$0.37
Zone 2	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Term 1				27.99	\$0.37
Term 2				34.58	\$0.37
Term 3		To be determ	nined	41.29	\$0.37
Term 4				47.87	\$0.37
Term 5				54.46	\$0.37
Zone 3	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
3				Pkg.	Deductions
3 Term 1			Training Fund	Pkg. 27.67	Deductions \$0.37
3 Term 1 Term 2		V.&S.H.P.	Training Fund	Pkg. 27.67 34.23	\$0.37 \$0.37
3 Term 1 Term 2 Term 3		V.&S.H.P.	Training Fund	Pkg. 27.67 34.23 40.68	\$0.37 \$0.37 \$0.37 \$0.37
3 Term 1 Term 2 Term 3 Term 4		V.&S.H.P.	Training Fund	Pkg. 27.67 34.23 40.68 47.37	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37
3 Term 1 Term 2 Term 3 Term 4 Term 5	Rate	V.&S.H.P. To be determ	Training Fund mined Pen/Ben/Ind/	Pkg. 27.67 34.23 40.68 47.37 53.90	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37 \$0.37
3 Term 1 Term 2 Term 3 Term 4 Term 5	Rate	V.&S.H.P. To be determ	Training Fund mined Pen/Ben/Ind/	Pkg. 27.67 34.23 40.68 47.37 53.90 Total Pkg.	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37 \$0.37 \$field Dues Deductions
3 Term 1 Term 2 Term 3 Term 4 Term 5 Zone 4 Term 1	Rate	V.&S.H.P. To be determ	Training Fund mined Pen/Ben/Ind/ Training Fund	Pkg. 27.67 34.23 40.68 47.37 53.90 Total Pkg. 27.37	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37 \$0.37 Field Dues Deductions \$0.37
3 Term 1 Term 2 Term 3 Term 4 Term 5 Zone 4 Term 1 Term 1	Rate	V.&S.H.P. To be determ 10% V.&S.H.P.	Training Fund mined Pen/Ben/Ind/ Training Fund	Pkg. 27.67 34.23 40.68 47.37 53.90 Total Pkg. 27.37 33.81	\$0.37 \$0.37 \$0.37 \$0.37 \$0.37 \$0.37 Field Dues Deductions \$0.37 \$0.37

14:05

MAINTENANCE MECHANIC TOTAL WAGE PACKAGE May 1, 2019

All Zones	Basic	10%	Pen/Ben/Ind/	Total	Field Dues
	Rate	V.&S.H.P.	Training Fund	Pkg.	Deductions
Junior M.M.	19.21	1.92	6.05	27.18	\$0.37
M.M.	24.54	2.45	6.55	33.54	\$0.37

May 1, 2020

All Zones	Basic	10%	Pen/Ben/Ind/	Total	Field Dues
	Rate	V.&S.H.P.	Training Fund	Pkg.	Deductions
Junior M.M. M.M.	,	To be deter	rmined	27.76 34.26	\$0.37 \$0.37

May 1, 2021

All Zones	Basic	10%	Pen/Ben/Ind/	Total	Field Dues
	Rate	V.&S.H.P.	Training Fund	Pkg.	Deductions
Junior M.M. M.M.		To be deter	rmined	28.32 34.94	\$0.37 \$0.37

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

- 14:07 WORKING FOREMAN The basic hourly rate of a Working Foreperson shall be the basic Journeymen rate plus 10%.
- 14:08 PAY DAY The established work week shall consist of five 8 hour days. Pay day shall be once a week. If the pay is to be by cheque, it will be given to the employee before the end of his/her shift on Thursday or deposited in his/her branch of a Chartered Bank or Trust Company by Friday. If by cash, before the end of his/her shift on Friday. Direct deposit by Thursday mornings.

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

- 14:09 TIME SHEETS Pay will be made for hours claimed on time sheets. Time sheets must be signed by an authorized representative of the customer as far as possible. No alteration of the time sheets or the hours contained therein will be made by the Employer or the Employer's representative.
- 14:10 BANKING OF HOURS When an Employer chooses to allow the banking of hours, a policy will be developed which addresses such items as vacation time, CRA restrictions, Employer's year end, rate changes, terminations and layoffs, which does not contravene the Collective Agreement. Other issues may be added to this policy that may be appropriate to each Employer.

ARTICLE 15: **VACATION PAY AND** STATUTORY HOLIDAY PAY

- 15:01 Vacation Pay and Statutory Holiday Pay shall be paid at the rate of 10% of basic earnings for all categories of employees during the term of this Collective Agreement, 6% shall be regarded as Vacation Pay and 4% shall be regarded as Statutory Holiday Pay.
- 15:02 Vacation Pay and Statutory Holiday Pay will be paid every month to the "Vacation Pay and Statutory

Holiday Pay Trust Fund" as administered by Trustees elected by Local 787.

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

- 15:03 Vacation Pay and Statutory Holiday Pay shall be recorded weekly. Income tax on Vacation Pay and Statutory Holiday Pay will be calculated and paid out of the employee's hourly rate weekly. Pay cheque stubs will show actual amount of Vacation Pay and Statutory Holiday Pay.
- 15:04 Vacation periods will occur preferably between June, July or August. A schedule is to be posted on the Employer's notice board before the month of May.
- 15:05 Vacation periods will be allocated by seniority.
- 15:06 It is the intent of this Collective Agreement that the employee shall be permitted to take a minimum of three (3) weeks vacation annually, one (1) week if requested by the employee must be permitted during the recognized period as per Article 15:04. If it is impractical, owing to the pressure of work to permit the remaining two (2) weeks during the recognized period, then an alternative period shall be mutually agreed upon between the affected employee and the Employer. Any time spent for training approved by the employer will not be considered vacation time.

JOINT TRAINING AND APPRENTICESHIP ARTICLE 16: COMMITTEE

To assure the industry of an adequate supply of properly trained and skilled Journeymen and Apprentices. Journeymen training shall also be under the jurisdiction of the Joint Training and Apprenticeship Committee, composed of four (4) representatives from the Union and four (4) representatives from O.R.A.C.

- 16:02 The Joint Training and Apprenticeship Committee will administer the Training Fund in accordance with the terms and conditions of the "Refrigeration Workers Local 787 – O.R.A.C. Training Fund Agreement."
- 16:03 The Joint Training and Apprenticeship Committee will develop and implement strategies to inform designated group members under the Employment Equity Act of opportunities for employment as an Apprentice under this Collective Agreement and ensure that there are no barriers to applicants.
- 16:04 All prospective Apprentices must be approved by the Apprentice intake Committee.
- 16:05 To enable the Joint Training and Apprenticeship Committee to fulfill its obligations as related above, the Union and O.R.A.C. allocate to it the necessary sum of money as outlined in Article 17:01.

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

- 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 \$0.20 (cents) for each hour earned by each employee effective May 1 2019. 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**

- Each Employer bound by this Collective Agreement shall contribute to the Local 787 Benefits Trust Fund on behalf of each employee in his/her employ the sum of \$3.35 for each hour earned effective May 1, 2019. Contributions for May 1, 2020 May 1, 2021 To be determine, and to be administered by Trustees elected by Local 787.
- 19:02 Each Employer bound by this Collective Agreement shall contribute to the Local 787 Pension Trust Fund on behalf of each Apprentice terms 2 thru 5 in his/her employ the sum of \$2.50 (\$2.00 for first year Apprentices) and \$6.00 for Journeymen for each hour earned to be administered by Trustees elected by Local 787
- 19:03 Notwithstanding the provisions of Section 25(5) of the Work Place Safety and Insurance Act, 1997, each Employer throughout the first year after a work related injury to an employee shall make contributions on behalf of the injured employee to the UA Local 787 Benefit Plan for Health benefits and Pension benefits at the amounts specified in Articles 19:01 and 19:02 respectively based on the work week as outlined in Article 11:01 of this Collective Agreement when the employee is absent from work because of a work related injury.
- 19:04 Each Employer bound by this Collective Agreement shall submit \$0.01 for each hour earned by each employee to the De Novo Treatment Centre. This contribution for the term of this Collective Agreement will be added to the Industry Fund. This contribution will then be deducted by the UA Local 787 Administration Office each month and submitted to the De Novo Treatment Centre,

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

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

UNION DUES CHECK-OFF ARTICLE 20: 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 \$0.37 for all hours earned from each employee's weekly wages.

- 20:02 Each Employer shall deduct from each employee's weekly pay cheque voluntary RRSP deductions as requested by the employee by written authorization. The hourly deduction will be made from the employee's pre-tax earnings.
- 20:03 Deductions as specified in Articles 20:01 and 20:02 will be made as outlined in Article 21:00.

ARTICLE 21: **MONTHLY REPORTS OF** CONTRIBUTIONS AND DEDUCTIONS

21:01 Each month's submission of Employer contributions and deductions as outlined in Articles 15, 17, 18, 19 and 20 must be made on the forms supplied by the Local 787 Administration Office. The same basic information is required for the J.T.A.C., Industry Fund,

Benefits Trust Fund, Pension Trust Fund, Vacation Pay and Statutory Holiday Pay Trust Fund, Union Dues Check-Off, Union Field Dues and RRSP deductions. All such funds and deductions will be combined for payment and report purposes. Contributions and deductions shall be reported and paid for each employee.

The Vacation and Statutory Holiday Pay earned by each employee must be reported in the appropriate space.

Effective May 1, 2019, a combined contribution rate of \$10.05 for Journeymen, \$6.05 for first term Apprentices and \$6.55 for apprentices term 2 through term 5 and will be applied to the hours earned by each employee as required in Articles 17, 18, 19:01.

May 1, 2020 and May 1, 2021 To be determined

Union Dues, Union Field Dues deductions, and R.R.S.P. deductions from each employee as outlined in Article 20 must be reported in the appropriate spaces.

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

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

- 21:03 The report forms and cheque must reach the Local 787 Administration Office on or before the 15th of the month following the month for which deductions and contributions are being made.
- 21:04 If an Employer does not remit reports and contributions in accordance with Article 21:03, the Employer shall be considered to be in default and shall forthwith pay to the appropriate fund or the Union as liquidated damages and not as a penalty an amount equal to the greater of \$1,000.00 or 12% per annum calculated and compounded monthly on all amounts outstanding.

Considerations for interruptions in postal delivery will be given provided the Employer contacts the Local 787 Administration Office prior to the deadline as outlined in Article 21:03.

In the event that any proceedings are instituted to force a compliance with Article 21, the defaulting Employer shall be required to pay an additional \$1,000.00 to cover legal and/or administration costs.

The Local 787 Administration Office shall contact the defaulting Employer prior to applying this Article.

21:05 If payment has not been received within 30 days after receiving written notice from the Local 787 Administration Office, the Union may withdraw its members from that Employer only. This action will not be considered an illegal strike.

ARTICLE 22: OWNER OPERATOR

- 22:01 It is agreed that the Owner Operators, as independent contractors or otherwise, are employees for the purpose of this Collective Agreement and shall be covered by the same as herein set forth;
 - (a) As a condition of any Owner Operator performing any work covered by this Collective Agreement, it is agreed that:
 - (i) He/she shall be a member of the Union in good standing;
 - (ii) He/she shall assign, let or sublet any work covered by this Collective Agreement subject to the terms thereof:
 - (iii) Contributions to the Refrigeration Workers Local 787 – O.R.A.C. Training Fund, Benefits Trust Fund, Pension Trust Fund and Industry Fund, shall be paid and remitted or deducted and remitted, as the case may be, by or on behalf of such Owner Operators as and when

required by this Collective Agreement and schedules thereto.

ARTICLE 23: **COFFEE BREAK**

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**

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

ARTICLE 25: HIRING, LAY OFF AND TERMINATION

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

> Non indentured employees beginning their Apprenticeship will be registered as early as possible.

- 25:02 Prior to hiring, a new employee shall be presented with a copy of the "Company Policy", with which he/she will be expected to conform (as per Article 8:02).
- 25:03 Prior to the new employee starting work, the Employer must receive a work referral slip as issued by the Union, showing that the employee is a member of

the Union in good standing, travel card, probationary or permit member and the month to which the worker's dues are paid. The employee will sign a Dues Deduction Authorization Form which will permit the Employer to deduct dues from wages and remit the same on the monthly report form.

25:04 Should it become necessary to reduce the work force, the Employer shall lay off due to lack of work. For the purpose of lay off, no notice is required. However, if an employee is not recalled within 13 weeks the employee shall be deemed to be terminated and subject to the termination pay in lieu of notice provisions of Article 25:05.

> This temporary layoff 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;

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 - (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).
 - If an employee wishes to terminate his/her employment with the Employer, the employee shall give a minimum of two weeks written notice. The Employer shall continue to employ him/her as outlined in Article 25:05(b) or pay him/her in lieu of notice.

- (g) On termination the employee shall receive all monies owed on the next pay period or be sent to employee's last known home address.
- (h) If the conditions as set out in Article 25:05(a) through (g) are not complied with, it shall be termed grounds for a grievance, and dealt with in accordance with Article 27. Should there be no resolution at the Industry Committee level; the grievance will be referred to the Ontario Labour Relations Act as per Article 27.03.
- (i) The company must supply a ride home to any employee who is laid off or terminated.

ARTICLE 25:06 **QUARANTINE CLAUSE**

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

ARTICLE 26: **TOOLS AND UNIFORMS**

- 26:01 (a) The Employer shall supply:
 - pipe wrenches, vices, taps and dies
 - electrical tools
 - electric measuring instruments
 - machinist measuring instruments
 - air and gas measuring devices
 - gas containers
 - welding equipment, including wearing apparel and safety accessories
 - specialty tools
 - vacuum pumps
 - power tools
 - refrigerant recovery units
 - wrenches over 1"

- (b) If the Employer requires electronic devices such as pagers, cell phones, wireless devices, notebooks etc., the Employer will be responsible for the costs of supply, operation and maintenance of same. The employee will maintain this equipment as directed by the Employer and take all reasonable steps to ensure the equipment is secure at all times.
- 26:02 Each Journeyman and Apprentice after completion of his/her first year, shall have and maintain a complete set of hand tools necessary to install air conditioning and/or refrigeration equipment. Employees will not supply tools listed in Article 26:01.
- 26:03 The employee will supply to the Employer at the time of employment a list of personal tools as mentioned in Article 26:02. This list shall be itemized and completely priced by item. It shall be the responsibility of the employee to keep this list up to date, and as a minimum, must be done annually. When this list has been reviewed and accepted by the Employer as to items and value, and the Employer accepts liability for replacement as outlined in Article 26.09.
- 26:04 Those tools supplied by the employee will be maintained by the employee. If these tools are lost or damaged through the negligence of the Employer or other employees, then the Employer is responsible for repair or replacing same.
- 26:05 The Employer agrees to supply non-durable items used on Employer's work, i.e.: files, cutter wheels, reactor plates, gauges, hoses drill bits, thermometers, etc.
- 26:06 Uniforms (where mandated by the employer) will be supplied by the Employer at no cost to the employee and the employee must wear the uniform. The following list is the minimum annual requirement of an Employer supplied uniform:
 - 8 Shirts
 - 5 Pants

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

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

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

- 26:07 Safety boots meeting O.H.S.A. standards must be worn by the Employee and shall be provided or reimbursed for as required by the Employee at no cost to the Employee up to a maximum of \$175.00 plus applicable taxes per purchase.
- 26:08 If an employee's tools are lost due to fire, flood or forcible entry of job box, job shack, vehicle, etc., management must be notified immediately. Listed personal tools as required in Article 26:03 (to the value listed) will be replaced immediately by the Employer, in the event there is not a documented list as required in Article 26:03 the Employer will only replace tools up to \$1000.00. In the event of theft by forcible entry, the police and management must be notified immediately.

ARTICLE 27: **GRIEVANCE PROCEDURE**

- 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 dir-

ectly to the Working Foreman.

Second: If a settlement is not reached within a

reasonable time the Steward may either alone or accompanied by the employee take the matter to the Department

Manager.

Third: If a settlement is not reached with the

Department Manager within a reasonable time, the matter may be discussed between the Steward, accompanied if so

desired by a representative of the Union

and the Employer.

Fourth: If a settlement is not reached with the

Employer, all grievances, except those setout in Article 27:03 must be referred to the Industry Committee who will render a decision within 10 working days. This procedure must be done prior to

advancing to the Ontario Labour Relations Board. Either party to a grievance reserves the right to exercise Article

28:01.

Industry This is a committee of four, comprised Committee: 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.

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

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

- This Collective Agreement shall remain in force until April 30th, 2022 and shall remain in force from year to year thereafter unless either party to this Collective Agreement gives notice in writing to the other party within a period which shall not be more than 120 days or less than 90 days prior to the expiration of each term, of its intention to terminate this Collective Agreement or seek amendments to same.
- 31:02 It is agreed that every effort will be made, by both parties to this Collective Agreement, to conclude negotiations for a new Collective Agreement before this Collective Agreement expires. Should a new Collective Agreement not be forthcoming prior to the termination

date, work will continue and employees shall be entitled to retroactive pay for up to 30 calendar days.

31:03 In respect to this Collective Agreement, the signatory parties agree that at least once a year no later than ninety (90) days prior to the Anniversary Date the Union and O.R.A.C. will convene a meeting for the purpose of appraising the effectiveness of this Collective Agreement. The parties (2 members from each) to this agreement will meet on a quarterly basis to discuss Industry concerns i.e. manpower, competitive pressures and any other issues that may be of concern to the industry.

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

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

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

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

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

The Ontario Refrigeration & Air Conditioning Contractors Association 133 Milani Blvd., Unit 5 Vaughan, ON I 4H 0R9

ARTICLE 32: SAVINGS CLAUSE

- This Collective Agreement will be no less favourable to O.R.A.C. Employers per Appendix "D" than any other Collective Agreement signed by Local 787 with any other Employer or Association.
- 32:02 If any Article or provision of this Collective Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any Provincial Government, the Employer and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute, by mutual consent, in its place an article or provision which will meet the objections to its invalidity, and which will be in accord with the intent and purpose of the Article or provision in question.

32:03 In witness to this Collective Agreement the members of the Negotiating Committee of both parties have hereby signed their names giving effect to this Collective Agreement as of May 1, 2019.

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local 787	Ontario Refrigeration and Air Conditioning Contractors Association		
Andrew Tarr	Phil Taggart		
Ian Frost	David Steele		
Tony Panetta	Gregg Little		
John Homiak	David Sinclair		
Dave Rachey	Tony Mammoliti		

APPENDIX "A"

JURISDICTION

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

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

- (a) The service, repair and maintenance of all controls, all piping and components used for primary and secondary refrigeration and cooling systems and setting, hanging and installation of all units and fixtures for air conditioning systems, combination heat/cool units, heat pumps, ice making equipment, humidifying units, dehumidifying units, refrigeration units and cooling units and charging, testing and start up of all such equipment and systems.
- (b) The service, repair and maintenance of all holes, chases, channels, bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, tubing raceways used in connections with the refrigeration and air conditioning industry.
- (c) The service, repair and maintenance of all gas and arc weld, brazed, soldered, caulked, expanded and rolled joints in connection with the refrigeration and air conditioning industry.
- (d) The service, repair and maintenance of all pipe work of every description relating to (a) by whatever mode or method.
- (e) The service, repair and maintenance of all methods of stress relieving of all pipe joints made by every mode or method in the refrigeration and air conditioning industry.
- (f) The service, repair and maintenance of all tanks used in the refrigeration and air conditioning industry.

- (g) The service, repair and maintenance, handling and using of all tools and equipment that may be necessary for all work and materials used in the refrigeration and air conditioning industry.
- The dismantling and repair for reuse of all refrigeration and air conditioning equipment which involves the recovery, reclaim and reuse of any refrigerants.
- The service, repair and maintenance of all controls, all piping for cataracts, cascades (i.e.: artificial water falls), make-up water fountains, captured waters, water towers, and spray ponds used for industrial manufacturing, commercial or of any other purposes in the refrigeration and air conditioning industry.
- (i) 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.
- The service, repair and maintenance of all controls (1) 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 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.
- 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.
- 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:

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
- (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.
- 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.
- Helper for service and maintenance Journeymen and Apprentices, as long as the Apprentices are fully employed.

APPENDIX "D"

List of Employers

2625461 Ontario Inc. (Transcool)

398362 Ontario Ltd., T/A Etobicoke Sheet Metal

462289 Ontario Ltd.

946766 Ontario Ltd., Summit Mechanical

A.Wright Mechanical Inc.

Absolute Alliance HVAC Solutions

ACR Mechanical Ltd.

Adaptive Climates Inc.

Advantage Airtech Ltd.

AIM Industrial Inc.

Ainsworth Inc.

Air Source Mechanical Inc.

Air Spectrum Ltd.

Air Treatment Heating & Cooling

Air Zone Mechanical Ltd.

Airco Ltd.

Alliance Engineering & Construction Ltd.

Ambient Mechanical Ltd.

Applied Systems Technologies Inc.

Art Blake Refrigeration Ltd.

B I C Mechanical Ltd.

B Lundy Mechanical Ltd.

Beebe Mechanical Systems Ltd.

Berg Service Inc.

Bering Mechanical Ltd.

Bird Mechanical Ltd

BKA Mechanical Inc.

Black & McDonald Ltd.

Bogar-Paterson Ltd.

Boydaire Ltd.

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

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Breau Air Inc.
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Brookfield Global Integrated Sol.

Broom's Mech Contracting Ltd.

Bruce Power

BSG Services Inc.

Buhler Mechanical Service

C & L Industrial Refrigeration Inc.

Electrical Construction Ltd.

Canem Systems Ltd.

Cantwell Air Conditioning

Carmichael Engineering Ltd.

Carrier Canada Ltd.

Cascade Mechanical Services Ltd.

Chad Air Systems

Chiller Systems Consulting

Cimco Refrigeration

Cimco Shop

Circa Refrigeration Inc.

Climatech Inc.

Cloud 9 HVAC Services

Clow Darling Ltd.

Combustion Techs

Complete Comfort Heating & Air Conditioning

Compu-Temp Air Designs Ltd.

Conestogo Mechanical Inc.

Consistent Cooling Inc.

Contrast Heating & Air Conditioning Ltd.

Cool Check Air Conditioning Ltd.

Coolbreeze Service Ltd.

Coolmark Mechanical Ltd

Cooltown Climate Control Corp.

Coral Engineering

Core One Mechanical Group Ltd.

Cornerstone Trade Mechanical Services Inc.

Cyber Air Systems Inc.

Dael Thermal Group Inc.

Daikin Applied Canada Inc.

DCS Innovated HVAC-R Solutions Inc.

Demand Air Systems

Dilfo HVAC

Display Fixtures

DNA Mechanical

Donair Air Conditioning & Heating Service Ltd.

Drennan Refrigeration Inc.

Dunlis Mechanical Services Ltd.

E.A. Company Ltd.

E S Fox Ltd.

Edge Mechanical Inc.

EnerCare Home & Commercial Services

Energy One Home Services

ENGIE MultiTech Ltd.

Environmental Systems Corporation

Etobicoke Mechanical Company

Fahrhall Mechanical Contractors Ltd.

FL Mechanical

G.A. Enns Industrial Refrigeration Ltd.

Gateway Mechanical Services Inc.

General Air Systems Inc.

Gordon Wright Electric Ltd.

GPA Factory Service Inc.

Grayco Air

Graywood Electric (Automated Logic)

Haller Mechanical Contractors Inc.

Harvey Refrigeration Ltd.

HCD Services Inc.

HECO

Hepta Control Systems Inc.

Honeywell Ltd.

Hubbard Mechanical Inc.

HVAC Dimensions Ltd.

Industrial Refrigerated Systems Inc.

Ingenuity Building Efficiency

Initial Air Systems Ltd.

Irvcon Ltd.

Isotherm Engineering Ltd.

J Melvin & Associates Ltd.

J. F. Mechanical Air Systems Inc.

J.L Refrigeration Inc.

Jade Logic Building Tech. Inc.

Johnson Controls

Kawartha Mechanical Ltd.

Keith's Plumbing & Heating Inc.

Kelson Service Inc.

KEM Khider Electromechanical

Kemp Mechanical

Kindred Mechanical Inc.

K2 HVAC

Lancaster Sheet Metal Ltd.

Lar Mex Inc.

Laser Heating & Air Conditioning Inc.

LCD Mechanical Inc.

Lekter Industrial Services Inc.

M A S Mechanical Ltd.

M.C. Mechanical Services Inc.

M.T.I. Ltd.

Magtech Mechanical Systems Inc.

Major Air Systems Ltd.

Mapleridge Mechanical

Margell Mechanical Contractors Ltd.

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

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Mayfair Systems
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MDF Mechanical Ltd.

Mechanical Aire Services Ltd.

Meridian Mechanical Ltd.

Metal Air Mechanical Systems Ltd.

Mike Witherell Mechanical Ltd.

Mitchell Refrigeration Ltd.

Modern Niagara Mechanical Services Ltd.

MSB HVAC Services Ltd.

Myko Mechanical Ltd.

National Mechanical Air Ltd.

Neelands Group Limited

Nelco Mechanical Ltd.

New Found Air and HVAC Services

Nexus Mechanical Group Inc.

Nortek Mechanical Services

Northern Air Environmental Tech Inc.

Nortown Air Systems

Oakwood Mechanical Systems Ltd. / Mapleridge Mechanical

Ontario Air Systems Ltd.

Ontario Heating & Air Conditioning Ltd.

Ontario Power Generation

Onyx-HVAC Climate Control Services

Opus Mechanical Services Ltd.

Pamar Mechanical Ltd.

Parkaire Systems Inc.

Penn Refrigeration Ltd.

Perras Mechanical Services Ltd.

Plan Group

Pneumatemp Systems Ltd.

Polar Mechanical

Powerful Group of Companies Inc.

Pro-Tech Mechanical Services Ltd.

Pure Heating & Cooling

R & R Mechanical Group Inc.

R H A Environmental

R.E. Corner Refrigeration

RCI HVAC and Automation

Readair Mechanical Services Ltd.

RECom Compressor

Reliance Comfort Ltd. Partnership

Robcan Mechanical

Roberts Onsite Inc.

Romo Air Systems

Rose Mechanical Inc

Rosetown Central Refrigeration

S I G Mechanical Services Ltd.

Seguin Morris

Sensible Heating & Air Conditioning Ltd.

Sentry Air Systems

Service Experts Heating & A/C Inc.

Servocraft Ltd.

Siemens Building Tech Ltd.

Smith & Long Mechanical Ltd.

Smith Quality Temp. Control Inc.

Snow's HVAC Services

Spectrum Mechanical (2009) Ltd.

Springbank Mechanical Systems

Standard Mechanical Systems Ltd.

Startek Building Solutions

Sundawn Integrated Services Inc.

Superior Air Systems Ltd.

Superior Boiler Works and Welding Ltd.

Sure-Fix Service Group Inc.

T & D Air Cond. Processes Inc.

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

TAB Mechanical Inc. Temp Air Control

Tempwise Design and Maintenance

The State Group Inc.

Thermal Mechanical Systems

Thermal Mechanical Air Systems Inc.

Thermogenix Ltd.

Thomas Lemmon & Sons (1973) Ltd.

Toronto District School Board

Mtce. & Const. Skilled Trades Council

Touchstone Building Technologies Inc.

Trane Ottawa Division

Trane Service Agency (London)

Trane Toronto Division

Trans Air Mechanical Ltd.

Tru Temp Mechanical

VCI Controls Inc.

Vollmer Inc.

W. A. C. Heating & Cooling

Weiss Service Associates Inc.

Westaire Air Conditioning & Htg Ltd.

Wintech Air Systems Inc.

XTRA Mechanical Ltd.

Yorktowne Air Inc.

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

Appendix "E"

Request for Change of Hours

Date: _		-
To:	UA Local 787	Phone: 905-790-1019
Attenti	on: Business Manager	Fax: 905-790-1022
From:		Phone:
		_ Fax:
		_ Email:
Reason	and Description for the	change of standard hours of work
Area/Z	Zone:	
Location	on:	
Start D	Oate:	Duration:
Emplo	yees affected by change	:
For the	Union	For the Employer

Notes	
10103	

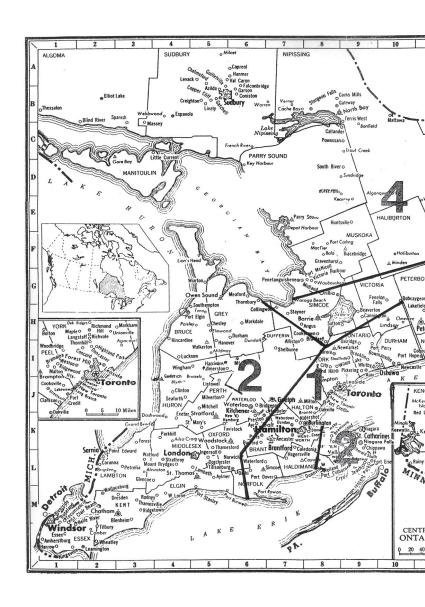
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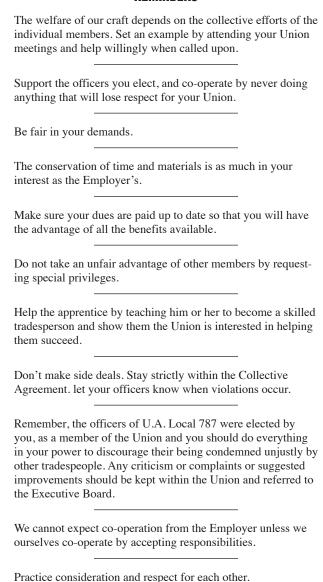




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