

**AIR CONDITIONING
and
REFRIGERATION INDUSTRY**

PROVINCIAL COLLECTIVE AGREEMENTS

**I.C.I. CONSTRUCTION
2022**

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

**COLLECTIVE AGREEMENT
2022**

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:

**United Association
LOCAL 787**

419 DEERHURST DRIVE
BRAMPTON, ONTARIO
L6T 5K3

TELEPHONE: (905) 790-1019
WATTS: (800) 387-9121
FAX: (905) 790-1022

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
2022**

between:

O.R.A.C.

and

U.A. LOCAL 787

I.C.I. CONSTRUCTION COLLECTIVE AGREEMENT 2022

BETWEEN:

The Ontario Refrigeration and Air Conditioning Contractors Association designated as the Employer Bargaining Agency under the Ontario Labour Relations Act and herein referred to as **O.R.A.C.**

AND

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

TERRITORIAL JURISDICTION

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

ARTICLE 1: PURPOSE

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

ARTICLE 2: AGREEMENT

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

ARTICLE 3: EMPLOYMENT EQUITY

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

ARTICLE 4: EMPLOYER

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

ARTICLE 5: RECOGNITION

5:01 O.R.A.C. 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.

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

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

1. The location of Company workshops and warehouses.
2. Designation of work to be done and responsibilities of each employee.
3. Scheduling of work.
4. Methods and means by which the work is to be accomplished within the provisions of all safety regulations.
5. The right to decide on the number of employees needed by the Employer at any time.
6. The control of all operations and buildings, machinery and tools owned or rented by the Employer. The direction of the employees, including right to hire, suspend or discharge for just cause and the right to relieve employees from duty because of lack of work or other legitimate reasons is vested exclusively with the Employer subject to this Collective Agreement and in particular, subject to the grievance and arbitration procedures provided herein.

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

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

- (a) All employees covered by this Collective Agreement shall as a condition of employment or continued employment, be members of the Union in good standing or travel card or probationary or permit workers otherwise referred to the Employer by the Union.
- (b) In the event that an employee fails to tender to the Union the required initiation fee or monthly dues and for any reason becomes a suspended member of the Union, including travel card, probationary or permit workers, the Employer will not assign work to such employee upon request by the Union.

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

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

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

ARTICLE 6: EMPLOYEE

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

Working Foreman
Journeyman Mechanic
Apprentice
Welder
Welder Apprentice
Gas Technician
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 5 consecutive days duration where 4 additional Local 787 Members are employed. On any job where 5 or more Local 787 Members are employed a Foreman must be designated and he or she must be a member of Local 787.

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

- 6:03 JOURNEYMAN MECHANIC – Shall designate a person who holds a valid Certificate of Qualification issued by the Province of Ontario and who has passed any examination which may be required by the Local 787 Examining Board.
- 6:04 APPRENTICE – Shall designate any person who is indentured for a minimum period to the “Refrigeration Workers Local 787 – O.R.A.C. Training Fund” Joint Training and Apprenticeship Committee (J.T.A.C.) for the purpose of learning the trade as required by the Building Opportunities in the Skilled Trades Act. The Apprentice will attend all courses of study as required by the Skilled Trades Ontario 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 Building Opportunities in the Skilled Trades Act 2021 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 TECHNICIAN – Shall designate a person who holds a valid certification issued by TSSA and will only perform the work that is covered by that certification. Before a person is hired as a gas fitter, their wages and job scope are to be cleared by the Union.

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

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

- (a) The Employer wishing to hire a Student must employ the maximum number of Apprentices as allowed by the ratio stated in Article 6:04 before hiring a Student.
- (b) Notwithstanding the foregoing, the Employer shall not employ more than one Student for every eight (8) Union members employed, except, any Employer employing at least five (5) members of the Union may hire one Student.
- (c) Students will be required to pick up a temporary work card and work referral slip from the UA Local 787 Administration Office prior to starting work.

ARTICLE 7: RESPONSIBILITY OF EMPLOYEES

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

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

7:01 GENERAL – The Employee shall:

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

on termination of employment. It shall be the responsibility of the employee to be knowledgeable of the Safety Regulations under the Occupational Health and Safety Act as amended from time to time.

- (g) The Employer's vehicle is restricted to use on Employers business only. Employer's business will include but not be limited to training, travel to and from work sites according to Article 11:04, picking up and delivery of parts and supplies and other approved Employer's work activities. The use of the Employer's vehicle for personal use is strictly prohibited.

7:02 WORKING FOREMAN – Shall direct all phases of a project for which he or she was appointed Foreman and be capable of instructing Journeymen and Apprentices in the actual installation work from drawings and instructions given by the Employer and perform the work of a Journeyman Mechanic when so required by the Employer.

7:03 JOURNEYMAN MECHANIC

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

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

7:04 APPRENTICE – The responsibility of an Apprentice is covered under the direction of the “Refrigeration Workers Local 787 – O.R.A.C. Training Fund” (J.T.A.C.).

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

7:05 WELDER –

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

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

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

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

ARTICLE 8: RESPONSIBILITY OF THE EMPLOYER

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

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

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

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

and every employee affected by the change must be advised.

8:03 The Employer shall:

- (a) Assign exclusively to members of the Union or other workers referred to the Employer by the Union all of the work described in Appendix "A", attached hereto and forming part of this Collective Agreement
- (b) Employers will not sublet air conditioning work or heating work as outlined in Appendix "A" to non-union contractors.

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

- (a) All Employers' vans will be equipped with metal safety shields or bulkheads of equivalent strength between the driver and the load. The Employer's vehicles will be equipped with First Aid Kits, Fire Extinguisher and Safety Flares.
- (b) It is the responsibility of the employee to notify the Employer of any deficiencies in either 8:04 or 8:04(a).

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

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

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

ARTICLE 9: UNION STEWARD

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

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

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

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

ARTICLE 10: UNION REPRESENTATIVE

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

ARTICLE 11: HOURS OF WORK

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

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

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

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

- 11:02 An Employer shall give an employee a period of at least eight hours free from the performance of work between shifts unless the total time worked on a successive shift does not exceed 13 hours or unless the Employer and the Union agree otherwise.
- 11:03 The work zone shall be the area within 75 KM by the most direct roadway from the Employer's place of business, shop or branch office.
- 11:04 Employees will be on the job within the work zone by the established starting time. Employees traveling to a job outside the work zone shall be at the boundary of the zone nearest to the job site by the established starting time and established quitting time.
- 11:05 Employees shall be treated fairly in the distribution of work. Within the shop unit, available work will be distributed in an equitable manner. While recognizing geographical constraints, licensing requirements and job skills, it is expected that within the shop unit there exists the opportunity to equitably distribute work amongst the employees.
- 11:06 SHOW UP PAY – Unless the employee is informed prior to the end of the previous work day not to report for work on the following work day, the employee shall be paid an amount equal to four hour wages (including

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

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

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

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

- 11:08 In the event that an accident occurs while a Union member is on Employer business, which necessitates the member having to visit a doctor or hospital for treatment, etc., the time lost by the member shall be paid for by the Employer. If it is necessary for a Local 787 member to be taken for treatment by a second member, his or her lost time will also be paid for by the Employer. It is the intent that members should only be paid up to the completion of the shift which they were working at the time treatment was required.

- 11:09 JURY DUTY – Jury Duty compensation will be paid if a member of the Union is summoned for Jury Duty or as a Crown Subpoenaed Witness. For each day that the employee is compensated by the Crown, the employee shall be compensated by the Employer at \$75.00 per day and by the Union at \$75.00 per day up to a maximum of 4 calendar weeks or 20 working days. Proof of payment by the Crown shall be presented to

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

ARTICLE 12: OVERTIME

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

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

required to work more than one shift in any 24 hour period.

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

ARTICLE 13: TRANSPORTATION, TRAVEL AND ACCOMMODATION

- 13:01 Any employee not supplied with transportation by the Employer and therefore uses his or her own vehicle shall receive May 1, 2022 – \$0.69, May 1, 2023 – \$0.77, May 1, 2024 – \$0.85 cents per km or May 1, 2022 - \$0.80, May 1, 2023 – \$0.90, May 1, 2024 – \$0.99 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 May 1, 2022 – \$40.25, May 1, 2023 – \$45.08, May 1, 2024 – \$49.59 per day (when not transporting or towing a welding machine) or May 1, 2022 – \$46.00, May 1, 2023 – \$51.52, May 1, 2024 – \$56.67 per day when transporting or towing a welding machine whichever is the greater amount.

UA Members on Travel Card and not supplied a company vehicle, will be paid as per Article 13:01 less \$10.00 per day, with the exception of those travel cards who are employed on or before the date of ratification, those UA Members will be paid fully as per Article 13:01. UA Members working on Travel Cards are the first to be laid off.

For Clarification see Letter of Understanding in appendix "E"

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

- 13:02 Travel expenses are to be paid at the same time as wages are paid.
- 13:03 It is agreed that each employee will carry a minimum of \$1,000,000.00 Public Liability and Property Damage Insurance on his or her vehicle at business rates if vehicle is used on Employer's business and that he or she will file a copy of the policy endorsement with the Employer.
- 13:04 The Employer agrees to pay parking fees incurred by the employee while on Employer's business.
- 13:05 All employees sent out of the work zone to work and who do not return daily to their normal residence shall receive expenses incurred in obtaining meals and accommodation, and other legitimate expenses incurred, including transportation costs whether by air, train, bus, etc. If traveling at night by train, a sleeper is provided.
- 13:06 Expense money shall be advanced to each employee for meals and lodging sufficient for the expected duration of the job, (or weekly if job is expected to last longer than seven (7) days) and a detailed amount substantiated by receipts shall be submitted to the Employer by the employee.
- 13:07 If an employee is requested to use his or her vehicle for a job outside the work zone, any traveling involved during the course of the job or jobs, including return trips as outlined in Article 13:08 will be done in the employee's vehicle at the rate as outlined in Article 13:01.
- 13:08 During the course of a job where the employee does not return to his or her normal residence daily the employee will be entitled to return home on the following basis:

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

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

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

ARTICLE 14: WAGE RATES

- 14:01 The Province of Ontario is divided into four zones as indicated on the map inserted at the end of this Collective Agreement. The location of the dividing lines between the zones is described in Appendix "B" of this Collective Agreement.
- 14:02 If an employee works outside his or her zone, or out of the province, the employee is to be paid the prevailing

rate for the zone in which he or she is working, provided it is not less than that paid in his or her own zone. 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.
- (b) The following chart show the basic hourly rates and total wage package which will apply only from May 1st 2022 to April 30th 2023 for all Local 787 members and UA members from other Locals working on a Travel Card in Local 787.

Wage rate increases for the years May 1st 2023 and May 1st 2024 will be based on the posted rate of inflation as indicated on the Statistics Canada website as of March each year. These wage increases will be limited to a 2% minimum and a 6% maximum over the previous year's total package rate.

Annual Wage Adjustments:

Not later than March 25th of each year of the agreement, the Labour Relations Committees from both ORAC and Local 787 will meet to determine and agree upon the May 1st wage adjustment rate.

The agreed upon wage adjustments will be sent to all ORAC contractors not later than April 1st of each year of the agreement.

The CPI rate will be determined by using the Stats Canada CPI Portal.

**JOURNEYMEN AND WELDER TOTAL WAGE PACKAGE
May 1, 2022**

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg	Field Dues Deductions
1	\$55.95	\$5.59	\$11.05	\$72.59	\$0.37
2	55.22	5.52	11.05	71.79	0.37
3	54.44	5.44	11.05	70.93	0.37
4	53.70	5.37	11.05	70.12	0.37

**JOURNEYMEN AND WELDER TOTAL WAGE PACKAGE
May 1, 2023**

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg	Field Dues Deductions
1	\$58.86	\$5.89	\$11.60	\$76.35	\$0.37
2	58.10	5.81	11.60	75.51	0.37
3	57.28	5.73	11.60	74.61	0.37
4	56.51	5.65	11.60	73.76	0.37

**JOURNEYMEN AND WELDER TOTAL WAGE PACKAGE
May 1, 2024**

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
1					
2					
3					
4					

To be determined

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, 2022**

Zone 1	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg	Field Dues Deductions
Term 1	\$21.78	\$2.18	\$6.05	\$30.01	\$0.37
Term 2	27.61	2.76	6.65	37.02	0.37
Term 3	34.05	3.41	6.65	44.11	0.37
Term 4	40.59	4.06	6.65	51.30	0.37
Term 5	47.03	4.70	6.65	58.38	0.37

Zone 2	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg	Field Dues Deductions
Term 1	\$21.46	\$2.15	\$6.05	\$29.66	\$0.37
Term 2	27.26	2.73	6.65	36.64	0.37
Term 3	33.74	3.37	6.65	43.76	0.37
Term 4	40.07	4.01	6.65	50.73	0.37
Term 5	46.43	4.64	6.65	57.72	0.37

Zone 3	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg	Field Dues Deductions
Term 1	\$21.16	\$2.11	\$6.05	\$29.32	\$0.37
Term 2	26.93	2.69	6.65	36.27	0.37
Term 3	33.15	3.31	6.65	43.11	0.37
Term 4	39.59	3.96	6.65	50.20	0.37
Term 5	45.88	4.59	6.65	57.12	0.37

Zone 4	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg	Field Dues Deductions
Term 1	\$20.86	\$2.09	\$6.05	\$29.00	\$0.37
Term 2	26.54	2.64	6.65	35.83	0.37
Term 3	32.75	3.28	6.65	42.68	0.37
Term 4	39.04	3.90	6.65	49.59	0.37
Term 5	45.22	4.52	6.65	56.39	0.37

**REFRIGERATION APPRENTICE TOTAL WAGE PACKAGE
May 1, 2023**

Zone 1	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg	Field Dues Deductions
Term 1	\$23.15	\$2.31	\$6.10	\$31.56	\$0.37
Term 2	29.31	2.93	6.70	38.94	0.37
Term 3	36.08	3.61	6.70	46.39	0.37
Term 4	42.96	4.30	6.70	53.96	0.37
Term 5	49.74	4.97	6.70	61.41	0.37

Zone 2	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg	Field Dues Deductions
Term 1	\$22.81	\$2.28	\$6.10	\$31.19	\$0.37
Term 2	28.94	2.89	6.70	38.53	0.37
Term 3	35.75	3.58	6.70	46.03	0.37
Term 4	42.41	4.24	6.70	53.35	0.37
Term 5	49.10	4.91	6.70	60.71	0.37

Zone 3	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg	Field Dues Deductions
Term 1	\$22.48	\$2.25	\$6.10	\$30.83	\$0.37
Term 2	28.59	2.86	6.70	38.15	0.37
Term 3	35.13	3.51	6.70	45.34	0.37
Term 4	41.91	4.19	6.70	52.80	0.37
Term 5	48.53	4.85	6.70	60.08	0.37

Zone 4	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg	Field Dues Deductions
Term 1	\$22.17	\$2.22	\$6.10	\$30.49	\$0.37
Term 2	28.17	2.82	6.70	37.69	0.37
Term 3	34.71	3.47	6.70	44.88	0.37
Term 4	41.33	4.13	6.70	52.16	0.37
Term 5	47.83	4.78	6.70	59.31	0.37

**WELDER APPRENTICE TOTAL WAGE PACKAGE
May 1, 2022**

Zone 1	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg	Field Dues Deductions
Term 1	\$21.78	\$2.18	\$6.05	\$30.01	\$0.37
Term 2	34.05	3.41	6.65	44.11	0.37
Term 3	47.03	4.70	6.65	58.38	0.37

Zone 2	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg	Field Dues Deductions
Term 1	\$21.46	\$2.15	\$6.05	\$29.66	\$0.37
Term 2	33.74	3.37	6.65	43.76	0.37
Term 3	46.43	4.64	6.65	57.72	0.37

Zone 3	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg	Field Dues Deductions
Term 1	\$21.16	\$2.11	\$6.05	\$29.32	\$0.37
Term 2	33.15	3.31	6.65	43.11	0.37
Term 3	45.88	4.59	6.65	57.12	0.37

Zone 4	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg	Field Dues Deductions
Term 1	\$20.86	\$2.09	\$6.05	\$29.00	\$0.37
Term 2	32.75	3.28	6.65	42.68	0.37
Term 3	45.22	4.52	6.65	56.39	0.37

**WELDER APPRENTICE TOTAL WAGE PACKAGE
May 1, 2023**

Zone 1	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg	Field Dues Deductions
Term 1	\$23.15	\$2.31	\$6.10	\$31.56	\$0.37
Term 2	36.08	3.61	6.70	46.39	0.37
Term 3	49.74	4.97	6.70	61.41	0.37

Zone 2	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg	Field Dues Deductions
Term 1	\$22.81	\$2.28	\$6.10	\$31.19	\$0.37
Term 2	35.75	3.58	6.70	46.03	0.37
Term 3	49.10	4.91	6.70	60.71	0.37

Zone 3	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg	Field Dues Deductions
Term 1	\$22.48	\$2.25	\$6.10	\$30.83	\$0.37
Term 2	35.13	3.51	6.70	45.34	0.37
Term 3	48.53	4.85	6.70	60.08	0.37

Zone 4	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg	Field Dues Deductions
Term 1	\$22.17	\$2.22	\$6.10	\$30.49	\$0.37
Term 2	34.71	3.47	6.70	44.88	0.37
Term 3	47.83	4.78	6.70	59.31	0.37

CPI*-Minimum 2%-Maximum 6%

Gas Technicians will receive 6% on total package for 2022 and CPI for 2023 and 2024

- (b) Advancement in Apprentice rates will be by Referral Slip from the Union office only. A referral slip will be issued when the Apprentice has met his or her responsibilities as outlined in the J.T.A.C. Apprenticeship Standards and the J.T.A.C. Office has verified the Apprentice's records with the Employer.
- (c) Apprentices, upon completion of their Apprenticeship, will advance to the Journeymen's basic rate.

- 14:05 STUDENT – Basic hourly rate will be the same as laid down for a first term Apprentice including Vacation Pay/Statutory Holiday Pay and contributions to the Benefit Plan.
- 14:06 WORKING FOREMAN – The basic hourly rate of a Working Foreman shall be the basic Journeymen’s rate plus 10%.
- 14:07 PAY DAY – The established work week shall consist of five 8 hour days. Pay day shall be once a week. If the pay is to be by cheque, it will be given to the employee before the end of his or her shift on Thursday or deposited in his or her branch of a Chartered Bank or Trust Company by Thursday mornings. If by cash, before the end of his or her shift on Friday.
- If pay cheques are mailed to the employee’s residence they must be mailed in sufficient time to arrive by Thursday afternoon of the appropriate week.
- 14:08 TIME SHEETS – Pay will be made for hours claimed on time sheets. Time sheets must be signed by an authorized representative of the customer as far as possible. No alteration of the time sheets or the hours contained therein will be made by the Employer or the Employer’s representative.
- 14:09 BANKING OF HOURS – When an Employer chooses to allow the banking of hours, a policy will be developed which addresses such items as vacation time, CRA restrictions, Employer’s year end, rate changes, terminations and layoffs, which does not contravene the Collective Agreement. Other issues may be added to this policy that may be appropriate to each Employer.

ARTICLE 15: VACATION PAY AND STATUTORY HOLIDAY PAY

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

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

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

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

15:04 Vacation periods will occur preferably between June, July and August. A schedule is to be posted on the Employer’s notice board before the month of May.

15:05 Vacation periods will be allocated by seniority.

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

ARTICLE 16: JOINT TRAINING AND APPRENTICESHIP COMMITTEE

16:01 To assure the industry of an adequate supply of properly trained and skilled Journeymen and Apprentices. Journeymen training shall also be under the jurisdiction of the Joint Training and Apprenticeship Committee,

composed of four (4) representatives from the Union and four (4) representatives from O.R.A.C.

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

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

- 17:01 The parties mutually agree that the funding of the JTAC is \$0.50 per hour earned by each employee.
- 17:02 The funding, will be deemed to have been funded \$0.25 per hour earned by the employee and \$0.25 earned by the employer.

ARTICLE 18: INDUSTRY FUND

- 18:01 Each Employer bound by this Collective Agreement shall contribute to the Industry Fund monthly, the sum of \$0.20 (cents) for each hour earned by each employee. Such amounts on receipt shall be immediately paid to O.R.A.C. as each Employer’s contribution for the general purposes of O.R.A.C. Should O.R.A.C. require an increase during the term of this Collective

Agreement; such increase shall be determined by the Board of Directors of O.R.A.C.

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

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

ARTICLE 19: BENEFITS AND PENSION TRUST FUNDS

19:01 Each Employer bound by this Collective Agreement shall contribute to the Local 787 Benefits Trust Fund on behalf of each employee in his/her employ the sum of \$3.35 for each hour earned from May 1st 2022, \$3.40 for each hour earned from May 1st 2023, 2024 TBD 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 \$7.00 for Journeymen for each hour earned to be administered by Trustees elected by Local 787 from May 1st 2022 and the sum of \$2.60 (\$2.00 for first year Apprentices) and \$7.50 for Journeymen for each hour earned to be administered by Trustees elected by Local 787 from May 1st 2023. Pension contribution may change in year 2024.

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

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

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

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

ARTICLE 20: UNION DUES CHECK-OFF AND RRSP DEDUCTIONS

20:01 The Employer shall deduct from the employee's wages in the first pay of the month or after returning to work (if the employee is absent the first pay of the month) a sum equivalent to one month's dues which is calculated on twice (2x) the employee's basic hourly rate that he or she is being paid prior to the Vacation Pay and Statutory Holiday Pay calculation.

The Employer shall also deduct Union Field Dues of \$0.37 for all hours earned from each employee's weekly wages.

20:02 The Employer shall deduct from each employee's weekly pay cheque voluntary R.R.S.P. deductions as requested by the employee by written authorization. The hourly deduction will be made from the employee's pre-tax earnings.

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

ARTICLE 21: MONTHLY REPORTS OF CONTRIBUTIONS AND DEDUCTIONS

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

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

A combined contribution rate of \$11.05 for Journeymen, \$6.05 for first term Apprentices and \$6.65 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 1st 2023 contributions will increase to \$11.60 for Journeymen, \$6.10 for first term Apprentices and \$6.70 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 1st, 2024 TBD

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 payment 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 payment must reach the Local 787 Administration Office on or before the 15th of the month following the month for which deductions and contributions are being made.

21:04 If an Employer does not remit reports and contributions in accordance with Article 21:03, the Employer shall be considered to be in default and shall forthwith pay to the appropriate fund or the Union as liquidated damages and not as a penalty an amount equal to the greater of \$1,000.00 or 12% per annum calculated and compounded monthly on all amounts outstanding.

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

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

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

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

ARTICLE 22: OWNER OPERATOR

22:01 It is agreed that the Owner Operators, as independent contractors or otherwise, are employees for the purpose of this Collective Agreement and shall be covered by the same as herein set forth:

- (a) As a condition of any Owner Operator performing any work covered by this Collective Agreement, it is agreed that:

- (i) He or she shall be a member of the Union in good standing;
- (ii) He or she shall assign, let or sublet any work covered by this Collective Agreement subject to the terms thereof;
- (iii) Contributions to the Refrigeration Workers Local 787 – O.R.A.C. Training Fund, Benefits Trust Fund, Pension Trust Fund and Industry Fund, shall be paid and remitted or deducted and remitted, as the case may be, by or on behalf of such Owner Operators as and when required by this Collective Agreement and schedules thereto.

ARTICLE 23: COFFEE BREAK

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

ARTICLE 24: PICKET LINES

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

ARTICLE 25: HIRING, LAY OFF AND TERMINATION

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

arrangements to have his or her indenture papers transferred to the "Refrigeration Workers – O.R.A.C. Training Fund" (J.T.A.C.).

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

- 25:02 Prior to hiring, a new employee shall be presented with a copy of the "Company Policy", with which he or she will be expected to conform (as per Article 8:02).
- 25:03 Prior to the new employee starting work, the Employer must receive a work referral slip as issued by the Union, showing that the employee is a member of the Union in good standing, travel card, probationary or permit member and the month to which the worker's dues are paid. The employee will sign a Dues Deduction Authorization Form which will permit the Employer to deduct dues from wages and remit the same on the monthly report form.
- 25:04 Should it become necessary to reduce the work force, the Employer shall lay off due to lack of work. For the purpose of lay off, no notice is required. However, if an employee is not recalled within 13 weeks the employee shall be deemed to be terminated and subject to the termination pay in lieu of notice provisions of Article 25:05.

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

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

- (2) two weeks notice in writing to the employee if his or her period of employment is one year or more but less than three years;
 - (3) three weeks notice in writing to the employee if his or her period of employment is three years or more but less than four years;
 - (4) four weeks notice in writing to the employee if his or her period of employment is four years or more but less than five years;
 - (5) five weeks notice in writing to the employee if his or her period of employment is five years or more but less than six years;
 - (6) six weeks notice in writing to the employee if his or her period of employment is six years or more but less than seven years;
 - (7) seven weeks notice in writing to the employee if his or her period of employment is seven years or more but less than eight years;
 - (8) eight weeks notice in writing to the employee if his or her period of employment is eight years or more.
- (b) The Employer also agrees that during this notice period, the employee will not receive any less than his or her regular weeks wages, Vacation Pay/ Statutory Holiday Pay and benefits for each week of notice. Week as defined in Article 11:01.
 - (c) In the event the Employer does not give an employee written notice, the Employer shall pay the employee his or her regular wages, Vacation Pay/Statutory Holiday Pay and benefits for each week of notice. Week as defined in article 11:01.
 - (d) In circumstances where an employee is unable to return all the Employer's property to the Employer's place of business prior to the end of his or her

regular scheduled shift, the employee shall be paid his or her regular wages, Vacation Pay/Statutory Holiday Pay and benefits up to a maximum of four hours.

- (e) If an employee is terminated for just cause the Employer is not required to give notice, but the employee is entitled to the conditions outlined in Article 25:05(d). Immediately upon termination, the Employer is required to provide the Employee with evidence for just cause termination.
- (f) If an employee wishes to terminate his or her employment with the Employer, the employee shall give a minimum of two weeks written notice. The Employer shall continue to employ him/her as outlined in Article 25:05(b) or pay him/her in lieu of notice.
- (g) On termination the employee shall receive all monies owed on the next pay period or be sent to employee's last known home address.
- (h) If the conditions as set out in Article 25:05(a) through (g) are not complied with, it shall be termed grounds for a grievance and dealt with in accordance with Article 27. Should there be no resolution at the Industry Committee level; the grievance will be referred to the Ontario Labour Relations Act as per Article 27:03.
- (i) The company must supply a ride home to any employee who is laid off or terminated.

ARTICLE 25:06 QUARANTINE CLAUSE

Where by virtue of conducting the business of the Employer an Employee is exposed to anything that requires the Employee, by order of the Public Health Authority, to go into quarantine, the Employer shall pay to the Employee his regular wages for the period between the time that the quarantine commences and the time that the Employee is entitled to receive any

statutory and or contractual benefits up to a maximum of five (5) working days.

See letter of understanding in appendix “F”

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

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

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

- 26:08 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 Employer at no cost to the Employee up to a maximum of \$175.00 plus applicable taxes per purchase.
- 26:09 If an employee's tools are lost due to fire, flood or forcible entry of job box, job shack, vehicle, etc., management must be notified immediately. Listed

personal tools as required in Article 26:03 (to the value listed) will be replaced immediately by the Employer, in the event there is not a documented list as required in Article 26:03 the Employer will only replace tools up to a maximum value of \$1,000.00. In the event of theft by forcible entry, the police and management must be notified immediately.

ARTICLE 27: GRIEVANCE PROCEDURE

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

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

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

Second: If a settlement is not reached within a reasonable time the Steward may either alone or accompanied by the employee take the matter to the Department Manager.

Third: If a settlement is not reached with the Department Manager within a reasonable time, the matter may be discussed between the Steward, accompanied if so desired by a representative of the Union and the Employer.

Fourth: If a settlement is not reached with the Employer, all grievances, except those set out in Article 27:03 must be referred to the Industry Committee who will render a decision within 10 working days. This procedure must be done prior to advancing to the Ontario Labour Relations Board. Either party to a grievance reserves the right to exercise Article 28:01.

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

“Progressive Discipline” The ORAC Progressive Discipline process outlined in the ORAC Members Handbook should be used as reference and guidance to Employers. (see appendix “G”)

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

ARTICLE 28 ARBITRATION

28:01 Both parties to this Collective Agreement agree that a grievance concerning the interpretation, application, administration or alleged violation of this Collective Agreement and including any question as to whether

the matter is arbitrable which has been properly carried through all the steps of the Grievance Procedure outlined in Article 27 and which has not been settled will be referred to a Board of Arbitration at the written request of either of the parties hereto.

- 28:02 The Board of Arbitration shall consist of a single Arbitrator who shall be selected by mutual agreement between the Employer and/or O.R.A.C. and the Union within fourteen (14) calendar days from the receipt of the notice of intent to arbitrate. In the event of failure to agree, the parties shall submit a joint request to the Ministry of Labour for the Province of Ontario to appoint an Arbitrator.
- 28:03 The decision of the Arbitrator will be final and binding on both parties.
- 28:04 The Arbitrator shall not have any power to alter or change any of the provisions of this Collective Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Collective Agreement.
- 28:05 The expense of the Arbitrator shall be borne equally by the parties.

ARTICLE 29: JURISDICTIONAL DISPUTES

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

ARTICLE 30: STRIKE OR LOCK-OUT

There shall be no strike or lock-out during the term of this Collective Agreement. Neither the Union nor any of the employees covered by this Collective Agreement will collectively, concertedly or individually induce, engage or participate, directly or indirectly, in any strike, picketing, slowdown, stoppage or other curtailment or interference with the Employer's operation, or interference with the flow of materials or persons

in or out of places where the Employer is doing business. The Union agrees to exert every effort through its Local Officers and Representatives to end any unauthorized interruptions of work.

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

ARTICLE 31: DURATION OF AGREEMENT

31:01 This Collective Agreement shall remain in force until April 30th, 2025 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

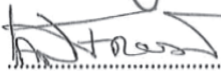
All notices required to be sent to the Employer pursuant to this Collective Agreement shall be effectively given when mailed to:


The Ontario Refrigeration & Air Conditioning
Contractors Association
133 Milani Blvd., Unit 104,
Vaughan, ON., L4H 4M4

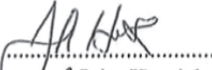
- 31:05 In witness to this Collective Agreement the members of the Negotiating Committee of both parties have hereby signed their names giving effect to this Collective Agreement as of May 1, 2022.


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


.....
Andrew Tarr


.....
Ian Frost


.....
Tony Panetta


.....
John Homiak



.....
Ian Cockburn

**Ontario Refrigeration and
Air Conditioning Contractors
Association**


.....
Phil Taggart


.....
Rob Lamoureux


.....
Gregg Little


.....
David Sinclair


.....
Tony Mammoliti

APPENDIX "A"

CONSTRUCTION DEFINITION

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

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

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

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

- (l) Installation and erection of sectional walk-in boxes and cold storage rooms, installation and erection of prefabricated insulated panels for cold storage rooms and installation and erection of temperature controlled displayed cases and cabinets used for display and storage of all items or products requiring a temperature controlled environment.

- (j) All piping to stoves, fire grates, blast and heating furnaces, ovens, dryers, heaters, oil burners, stokers and boilers and cooking utensils, etc. of every description.

APPENDIX "B"

DEFINITION OF ZONES

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

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

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

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

- (a) is all of the area east of the straight line from Winona to Dunnville up to the International border and includes Grimsby, St. Catharines, Welland, Niagara Falls, Fort Erie, etc.

- (b) is all of the area in south western Ontario west of the boundary of Zone 1 and Zone 2.

ZONE 3 – Is the area:

- (a) east of a straight line drawn from the south western limits of the town of Collingwood through the north eastern limits of the town of Newmarket and ends where the line joins the northern boundary of Zone 1.
- (b) that areas east of the line running north from Lake Ontario and making the eastern boundary of Zone 1.
- (c) that area south of a straight drawn from Notawasaga 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)
289 Beachwood Ave.
London, ON N6J 3J6
Phone: 519-521-0462

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 & J Mechanical Systems Inc.
70 Absolute Ave., Unit # 2801
Mississauga, ON L4Z 0A4
Phone: 365-885-8287

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

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

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

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

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

AFC Heating Ltd.
2 – 247 Carrier Dr.
Rexdale, ON M9W 5Y9
Phone: 416-745-4062
Fax: 416-745-0636

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

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

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

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

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

Airco Ltd.
1510 Old Falconbridge Rd.
Sudbury, ON P3A 4N8
Phone: 705-673-2210
Fax: 705-673-6812

Airon
5150 Fairview St.
Burlington, ON L7L 6B7
Phone: 905-638-4177

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

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

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

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

Applied Systems Technologies Inc.
155 Rowntree Dairy Rd., Unit # 6
Woodbridge, ON L4L 6E1
Phone: 905-850-7080
Fax: 905-850-7121

Art Blake Refrigeration Ltd.
350 Neptune Cres.
London, ON N6M 1A1
Phone: 519-659-5808
Fax: 519-659-5809

B I C Mechanical Ltd.
6 Gidley Court
Penetanguishene, ON L9M OA7
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

Ben Air Systems
73 Corstate Ave.
Concord, ON L4K 4Y2
Phone: 905-669-1876

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

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

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

BML Multi Trades Group Ltd.
32 Ryan Place
P O Box 1627
Brantford, ON N3T 5V7
Phone: 5519-756-4150

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

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

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

Brough Sheet Metal Co. Ltd.
49 Terry Fox Dr.
Kingston, ON K2M 8N4
Phone: 613-544-4794
Fax: 613-544-4433

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

BSG Services Inc.
#44 – 1200 Speers Rd.
Oakville, ON L6K 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

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

C & L Industrial Refrigeration Inc.
P.O Box 1449
Uxbridge, ON L9P 1N6
Phone: 647-985-5860

Cantwell Air Conditioning
27 Northside Rd.
Unit #2727
Ottawa, ON K2H 8S1
Phone: 613-828-1200
Fax: 613-828-0783

CAPP Mechanical Ltd.
3024 Village Lane
Coldwater, ON L0K 1E0
Phone: 705-937-181

Carlson Mechanical Services Ltd.
122 Kersey Cres.
Courtice, ON L1E 0A4
Phone: 905-725-2919
Fax: 905-725-3744

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

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

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

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

Cascade Mechanical Services Ltd.

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

Chad Air Systems

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

Chamberlain Building Services Inv.

14 – 1527 Upper Ottawa St.
Hamilton, ON L8W 3J4
Phone: 905-664-1914
Fax: 905-664-5218

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

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

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 # 4
Brampton, ON L7A 1E2
Phone: 905-846-0648
Fax: 905-846-0677

Classic HVACR Inc.

16401 Centreville Creek Rd.
Caledon East, ON L7C 3C5
Phone: 647-613-4822

Clauger Canada Inc.

4649 Drever Rd.
Burlington, ON L7M 0E2
Phone: 416-949-2563

Climatech Inc.

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

Clow Darling Ltd.

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

Combustion Techs

11603 Longwoods Road
Kent Bridge, ON N0P 1V0
Phone: 226-350-3473
Fax: 226-773-0124

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

Comfort Mechanical (EPM Ottawa)
27 Northside Road
Unit # 2705
Ottawa, ON K2H 8S1
Phone: 819-598-0539
Fax: 613-820-0983

Complete Chiller Solutions
4444 Eastgate Pkwy.
Unit # 8
Mississauga, ON L4W 4T6
Phone: 905-629-8585

Complete Comfort Heating & Air Conditioning
11 Seapark Dr.
Unit #6
St. Catharines, ON L2M 6S5
Phone: 905-397-7230
Fax: 289-362-2312

Complete Energy Solutions
4444 Eastgate Parkway
Unit # 8
Mississauga, ON L4W 4T6
Phone: 905-629-6713

Compu-Temp Air Designs Ltd.
164 Trowers Rd.
Woodbridge, ON L4L 5Z3
Phone: 416-746-2005
Fax: 416-746-2051

Comtrade Ltd.
250 Royal York Rd.
Cambridge, ON N3E 0A4
Phone: 519-650-8799

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

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

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

Coolmark Mechanical Ltd

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

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

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

Core One Mechanical Group Inc.

16 Carberry Cres.
Ajax, ON L1Z 1S1
Phone: 905-239-9385
Fax: 905-239-9382

Cornerstone Trade Mechanical Services Inc.

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

Crozier Environmental Inc.

5770 Gamsby Rd.
Orono, ON L0B 1M0
Phone: 905-983-9199
Fax: 905-983-8976

CTRL HVAC

199 Mumford Road
Lively, ON P3Y 1L2
Phone: 705-222-4822

Cyber Air Systems Inc.

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

Dael Thermal Group Inc.

50 Airview Rd.
Unit 17
Toronto, ON M9W 4P2
Phone: 416-742-8800
Fax: 416-742-9839

Daikin Applied Canada Inc.

P.O. Box 1551
Minneapolis, MN, USA 55440
Phone: 763-553-5309
Fax: 763-509-7635

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

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

Display Fixtures
2290A Dundas St. W.
Toronto, ON M6R 1X4
Phone: 416-778-8656

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

Donair Air Conditioning & Heating Service Ltd.

20248 Yonge Street
Holland Landing, ON L9N 18I
Phone: 416-667-1527
Fax: 905-836-1670

Double J Mechanical Services

305 – 337 Simcoe St. N.
Oshawa, ON L1G 4T2
Phone: 905-809-5369

Drennan Refrigeration Inc.

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

Dunlis Mechanical Services Ltd.

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

DX Systems Solutions Inc.

160 Kerrisdale Blvd.
Unit # 7
Newmarket, ON L3Y 8Z9
Phone: 905-898-7979

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

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

- 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
- Eclipse Temperature Solutions
297 Victoria St. E.
Alliston, ON L9R 1K3
Phone: 647-637-1450
- Edge Mechanical Inc.
100 Sandiford Dr., Unit # 48
Stouffville, ON L4A 7X5
Phone: 905-642-8886
Fax: 905-642-1886

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

EnerCare Home & Commercial Services
7400 Birchmount Road
Markham, ON L3R 5V4
Phone: 416-676-7650
Fax: 416-780-2910

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

Extreme HVAC Mechanical Inc.
1246 Art Westlake Ave.
Newmarket, ON L3X 0C8
Phone: 416-580-7769

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

Foundry Mechanical
245 Concession Rd. 4
Sunderland, ON L0C 1H0
Phone: 905-967-4822

Four Point Mechanical Ltd.
1263 Tracey's Hill Rd.
Lindsay, ON K9V 4R5
Phone: 7059-928-2567

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

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

Gannon/Blackburn Electric Inc.
2000 Thurston Dr., Unit # 25
Ottawa, ON K1G 4K7
Phone: 613-738-9165
Fax: 613-738-1164

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.
480 Hood Road
Unit # 4 & # 5
Markham, ON L3R 9Z3
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
115 Norfinch De.
Toronto, ON M3N 1W8
Phone: 416-661-5823

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

Haller Mechanical Contractors Inc.
1537 McDougall St.
Windsor, ON N8X 3M9
Phone: 519-254-4635
Fax: 519-254-3385

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

Henderson Metal Fab. Co. Ltd.
79 Industrial Park Cres.
Saulte Ste. Marie, ON P6B 5P2
Phone: 705 -767 -7870
Fax: 705-949-7870

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

Honeywell Ltd.
130 Dufferin St., Unit # 1001
London, ON N6A 5R2
Phone: 519-640-1914
Fax: 519-679-3977

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

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

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

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

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

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

J Melvin & Associates Ltd.
448 Gibraltar Dr., Unit # 8
Mississauga, ON L5T 2N8
Phone: 905-629-3322
Fax: 905-629-1091

J. F. Mechanical Air Systems Inc.
120 Mount Crescent
Angus, ON L0M 1B5
Phone: 647-223-9924

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

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

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

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

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 L0G 1V0
Phone: 905-898-2256
Fax: 905-898-2916

KEM Khider Electromechanical
5526 River Grove Ave.
Mississauga, ON L5M 3T6
Phone: 905-827-0637

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

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

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

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

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 N0R 1A0
Phone: 519-727-3713
Fax: 519-727-6176

Lopes Ltd.
84 Smelter Rd.
Coniston, ON P0M 1M0
Phone: 705-694-4713
Fax: 705-694-4122

Lou's Heating Systems Inc.
610 Bowes Rd., Unit # 8
Concord, ON L4K 4A4
Phone: 905-669-2250

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

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

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

Marshall Mechanical Ltd.
142 Cottingham Rd.
Omeme, ON K0L 2W0
Phone: 705-875-2094

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

McDerven Mechanical Ltd.
34 Main St. N.
Maxville, ON K0C 1T0
Phone: 613-894-1948

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

- McDonald Mechanical
96 Melrose Ave.
Wasaga Beach, ON L9Z 2T1
Phone: 705-716-4449
- MDF Mechanical Ltd.
2100 Steeles Ave. E
Brampton, ON L6T 1A7
Phone: 905-789-9944
Fax: 905-789-9945
- Mechanical Aire Services Ltd.
5484 Tomken Rd., Unit # 12
Mississauga, ON L4W 2Z6
Phone: 905-629-4494
Fax: 905-629-8085
- Meridian Mechanical Ltd.
11 Mary Pearson Drive
Markham, ON L3S 2Z6
Phone: 416-473-7326
- Metal Air Mechanical Systems Ltd.
2828 Belisle Dr.
Val Caron, ON P3N 1N6
Phone: 705-897-2526
Fax: 905-897-6018
- Mike Witherell Mechanical Ltd.
74 Mumford Dr.
Lively, ON P3Y 1L2
Phone: 705-522-6445
Fax: 705-692-5275
- Mitchell Refrigeration Ltd.
1635 Sismet Rd.
Unit #27
Mississauga, ON L4W 1W5
Phone: 905-624-1162
Fax: 905-624-0812

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

MN Mechanical Inc.
1323 Lougar Rd.
Sarnia, ON N7S 5N5
Phone: 519-383-9922

Modern Niagara Mechanical Services Ltd.
8125 Hwy 50
Vaughan, ON L4H 4S6
Phone: 416-748-3882
Fax: 289-657-1100

MSB HVAC Services Ltd.
212 Earl Stewart Drive
Unit # 4
Aurora, ON L4G 6V7
Phone: 905-898-7979
Fax: 905-898-3594

MT Refrigeration
91 King St. E.
Bowmanville, ON L1C 5E2
Phone: 289-240-6942

Multitech Trades Corp.
2025 Meadowvale Blvd.
Unit # 2
Mississauga, ON L5N 5N1
Phone: 905-812-7900
Fax: 905-812-7907

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

Nagy Mechanical
20 Stefanie Cres.
Welland, ON L3C 6X7
Phone: 905-980-1053

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

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
201 – 11 Cidermill Ave.
Vaughan, ON L4K 4B6
Phone: 416-232-9229

Nextgen Air Solutions
2375 Darlington Trail
Oakville, ON L6H 7J6
Phone: 416-706-8710

Nexus Mechanical Group Inc.
22 Norfolk 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

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

North Mechanical Systems
966 Pantera Drive, Unit # 19
Mississauga, ON L4W 2S1
Phone: 905-625-4900

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

Northland Group of Companies
3231 Municipal Rd. 15
Chelmsford, ON P0M 1L0
Phone: 705-207-0472

Northtemp Inc.
84 Ridge Road East
Oro-Medonte, ON L0L 2E0
Phone: 249-877-6478

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

Oakwood Mechanical Systems Ltd. / Mapleridge
Mechanical
83 Piper Cres
Bowmanville, ON L1C 0G3
Phone: 905-426-0145

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

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

Ontario Heating & Air Conditioning Ltd.
16 Industrial Parkway S.
Suite 206
Aurora, ON L4G 0R4
Phone: 905-726-4141

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

Paramount Services Ltd.
69 Bessemer Road
Unit # 15
London, ON N6E 2V6
Phone: 519-913-5430

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

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

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

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

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

Polar Mechanical
596 Squire St.
Thunder Bay, ON P7B 4A8
Phone: 807-623-1525
Fax: 807-623-1539

Powerful Group of Companies Inc.
6535 Millcreek Drive
Unit # 75
Mississauga, ON L5N 2M2
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
343 Bloor St. W.
Oshawa, ON L1J 5Y5
Phone: 905-447-6913

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

- R & R Mechanical Group Inc.
62 McBrine Place, Unit # 8
Kitchener, ON N2R 1H5
Phone: 519-465-1748
Fax: 1-888-334-7066
- Randall Plumbing & Heating Inc.
1244 Border St.
Winnipeg, MB R3H 0M6
Phone: 204-775-8406
Fax: 204-783-2407
- Rack Air Kingston Inc.
1160 Clyde Court
Kingston, ON K7P 2E4
Phone: 613-389-2962
- R H A Environmental
93 Bell Farm Rd.
Suite #109
Barrie, ON L4M 5G1
Phone: 705-726-4958
Fax: 705-726-1575
- RCI HVAC and Automation
2629574 Ont. Inc.
39 Glenwood Dr.
Barrie, ON L4N 1R3
Phone: 705-737-3835
- React Mechanical Inc.
4 Birch St.
Box 430
Marathon, ON P0T 2E0
Phone: 807-228-2518
- Readair Mechanical Services Ltd.
80 Esna Park Dr.
Unit #14
Markham, ON L3R 2R6
Phone: 905-474-4449
Fax: 905-474-2081

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

Refworx Inc.

1782 Patricia Street
Rockland, ON K4K 1T4
Phone: 613-552-0678

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

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

Scotty's Refrigeration Inc.
171 Hachborn Rd.
Brantford, ON N3S 7W7
Phone: 519-720-0800
Fax: 519-720-0809

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

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

SMC Squared
37 Versailles Cres.
Brampton, ON L6P 3J9
Phone: 416-659-3903

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

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

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

Snow's HVAC Services
7895 Tranmere Drive
Unit # 11
Mississauga, ON L5S 1V9
Phone: 647-297-7669
Fax: 647-438-1115

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

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

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

Sure-Fix Service Group Inc.
7334 Garner Rd.
Niagara Falls, ON L2E 6S5
Phone: 905-357-0919
Fax: 905-357-0782

TAB Mechanical Inc.

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

Talon Industries Inc.
115 North Port Rd.
Port Perry, ON L9L 0B7
Phone: 289-274-0153

Temp Air Control
P O Box 40
Alliston, ON L9R 1T9
Phone: 705-435-9271
Fax: 905-435-9803

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

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

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

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

Thermal Process Systems Inc.

824 Texas Road
Amherstburg, ON N9V 3R3
Phone: 519-726-5556
Fax: 519-736-1320

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

TL Mechanical

1010 Ploytek Street, Unit # 41
Ottawa, ON K1J 9J3
Phone: 613-747-4444

Toronto District School Board

Mtce. & Const. Skilled Trades Council
5050 Yonge St.
Toronto, ON M2N 5N8
Phone: 416-395-8233
Fax: 416-406-3410

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

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

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

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

Trane Toronto Division
525 Cochrane Drive
Unit # 101
Markham, ON L3R 8E3
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

Tri-Ann Mechanical Inc.
105 Gillett Drive
Ajax, ON L1Z 0E1
Phone: 647-984-4575

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

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

Trust Mechanical Solutions Ltd.
25 Forestwood Cres.
Holland Landing, ON L9N 1C7
Phone: 416-508-9442

Tuck Brothers Mechanical
151 Heathwood Heights
Aurora, ON L4G 3V5
Phone: 289-221-9621

Vamco
85 Rose Lea Cres.
Waterloo, ON N2J 4M7
Phone: 905-407-2305

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

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

Wolf Mechanical Heating & Air Conditioning Services
43 Church Street
Unit # 407
St. Catharines, ON L2R 7E1
Phone: 905-401-5178

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

WSA HVACR Inc.

1250 Old Highway # 8
Sheffield, ON L0R 1Z0
Phone: 519-826-6922
Fax: 519-826-0655

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 # 108
Concord, ON L4K 4C6
Phone: 905-532-9699
Fax: 905-761-7851

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

Appendix E

Letter of Understanding Article 13.01 I.C.I. Construction Collective Agreement and Non-I.C.I Construction Service and Maintenance Collective Agreement.

It is understood that article 13.01 in the Collective Agreements is written in attempt to recognize the unique travel conditions of an HVACR worker in the province of Ontario.

Unlike many Trade Unions that have small geographic jurisdictions, Local 787 is a Province wide Union and the members could be dispatched or assigned work throughout Ontario.

Employers, signatory to UA Local 787 also can assign work to their employees without any geographic restrictions.

The nature of the work whether in I.C.I. Construction or Non-I.C.I Non Construction Service and Maintenance is transitory and those performing the work attend several job sites throughout the Province of Ontario at the request of the Employers.

Many of the job locations are not easily accessible with Public Transport and therefore require members/employees not supplied with company vehicles to supply their own transportation.

It is understood having members/employees that can move between jobsites and transport personal equipment is beneficial to the employer.

Compensation described in Article 13.01 not only is to cover the operational cost of a vehicle so the employee/member is not out of pocket but consideration is given for other cost to maintain the availability of a vehicle so members/employees can report to work at job sites throughout Ontario without delay.

Signed by employer

Signed by union

Appendix F

Quarantine Clause Letter between Union and ORAC



Joint Industry Communication
Between UA Local 787 and ORAC
March 13, 2020

ORAC and UA Local 787 have drafted this joint communication document to provide understanding to our contractors and member workers with respect to the interpretation, application and enforcement of the following clause in our collective agreement dated May 1, 2019.

This communication has been drafted to eliminate some of the confusion caused by the COVID-19 virus and the effects of this pandemic on our industry and work community.

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.

For the purposes of application, this clause will be interpreted in the following manner:

1. While working on employers business, a 787 worker is exposed to the COVID19 virus and is required, either by the Public Health Authority or the worker's company HR policy, to go into quarantine, the employer will pay up to 5 days regular wages. Workers who self-quarantine without a statement from the Public Health Authority or approval from the Employer, will not be paid.
2. Should there be a general quarantine initiated either by the worker's employer or the Public Health Authority, the employer will pay up to 5 days regular wages.

COMPETENCE
INTEGRITY
RESPONSIBILITY



In situations where a worker refuses to go to a work site, please refer to the OHSAA for guidance. The clause is as follows:

WORK REFUSALS

Under the *Occupational Health and Safety Act* (OHSAA), employees encountering the COVID-19 in the workplace (or who fear that they may encounter it) may seek to exercise their right to refuse work.

The normal OHSAA work refusal procedure must still be followed and will be found in the OHSAA Regulation for Construction Projects and for Industrial Establishments both on page 84 Part V, Right to Refuse or to Stop Work Where Health or Safety in Danger. Specifically 43.(3) and 43.(4).

Generally, the clause states that contractors cannot threaten to discipline an employee exercising a work refusal. When faced with a work refusal, the Contractor should immediately investigate in the presence of a health and safety representative or joint health and safety committee member, consider this work refusal and make a determination.

The work can either be stopped or it can be re-assigned to another worker who must be informed of the refusal to work and the company's rationale for proceeding with the work. Failing resolution with the employee or employees, notify a Ministry of Labour Inspector. The investigation will, in large part, be based upon the current scientific understanding of COVID-19 and the specific facts in the individual workplace.

ORAC and UA 787 will continue to monitor our industry and the affects COVID-19 is having on our communities and will provide updates as they become necessary. If you require further clarification, please contact the ORAC or UA 787 offices.

On behalf of ORAC and UA787,

Phil Taggart, ORAC Chair of the Labour Relations Committee

Andrew Tarr, Business Manager, UA Local 787

ONTARIO REFRIGERATION & AIR CONDITIONING CONTRACTORS ASSOCIATION
133 Millen Boulevard, Unit 104 | T. 905. 670. 0010 | contact@orac.ca
Vaughan, ON L4H 4M4 | F. 905. 670. 0474 | www.orac.ca

Appendix G.

Wrongful Dismissal and Progressive Discipline The most common issue that is dealt with by the Industry Committee is “Wrongful Dismissal”, under article 27 of the UA787 / ORAC collective agreement.

Most examples of wrongful dismissal involve the termination of employment of a UA787 member, for a specific reason at a point in time and supported by what appear to be random examples of bad employee conduct observed over the course of several months or years in the past. There usually has been no documentation or any form of progressive discipline used for any of these previous instances of bad employee conduct. These examples are seen as conveniently brought to light to support the current issue used to terminate employment.

In all cases, contractors must remember that they are bound by the same ESA rules as any other employer regardless of what is outlined in the UA787/ORAC agreement.

The best way to deal with all situations involving employee conduct is to address the issue with the employee as soon as it has been identified. In all cases, it is important to document discussions and agreements along with any form of written warnings and keep them in the employee’s file. The goal of all discussions concerning employee conduct is to ensure the employee understands what went wrong and what is expected in the future.

If the employee’s performance does not improve, then a process of Progressive Discipline is required. This procedure of progressive discipline is a four-step process that involves:

1. Verbal warning (simple warning, but documented in writing)
2. Written warning (detailing the issue and the expectations in writing)
3. Suspension of the employee
4. Termination

The goal of all progressive discipline is to coach employees to become valuable long term employees. If this is done properly and diligently, this will be achieved, and you will not face any wrongful dismissal grievances from UA787.

PROGRESSIVE DISCIPLINE PROCESS

Most employees want to do what is expected of them. You can help by ensuring that company policies are made clear and applied consistently and fairly to everyone. However, as an employer, you may need to deal with problems caused by the performance of an employee. You should:

Act early // before poor work becomes a habit.

Be fair // by clarifying the job expectations with the employee.

Improve the employee's performance // by providing appropriate coaching.

Try to solve the problem // before it gets to the termination stage by applying the "progressive discipline process".

**NON I.C.I. CONSTRUCTION,
SERVICE AND MAINTENANCE
COLLECTIVE AGREEMENT
2022**

between:

O.R.A.C.

and

U.A. LOCAL 787

on behalf of:

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

together with

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

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

2022

BETWEEN:

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

AND:

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

TERRITORIAL JURISDICTION

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

ARTICLE 1: PURPOSE

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

ARTICLE 2: AGREEMENT

- (a) This Collective Agreement constitutes the entire Agreement between the parties. No modification to any of the terms or conditions of this Collective Agreement shall be valid unless made in writing and signed by both parties. Modifications to any of the terms and conditions of this Collective Agreement made between an individual

Employer and employee are contrary to this Collective Agreement and the Ontario Labour Relations Act.

- (b) The Union agrees that the terms and conditions of any Collective Agreement between an Employer not bound to this Collective Agreement and the Union shall be the same as this Collective Agreement, except as provided for in the Collective Agreement between the Maintenance and Service Contractors Association and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (the M.S.C.A. Agreement) which shall apply to those Employers bound to, or may become bound to, the M.S.C.A. Agreement.

ARTICLE 3: EMPLOYMENT EQUITY

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

ARTICLE 4: EMPLOYER

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

ARTICLE 5: RECOGNITION

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

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

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

- 1. The location of Company workshops and warehouses.
- 2. Designation of work to be done and responsibilities of each employee.
- 3. Scheduling of work.
- 4. Methods and means by which the work is to be accomplished within the provisions of all safety regulations.
- 5. The right to decide on the number of employees needed by the Employer at any time.

6. The control of all operations and buildings, machinery and tools owned or rented by the employer. The direction of the employees, including right to hire, suspend or discharge for just cause and the right to relieve employees from duty because of lack of work or other legitimate reasons is vested exclusively with the employer subject to this Collective Agreement and in particular, subject to the grievance and arbitration procedures provided herein.
7. The Employer agrees that in the exercising of its management rights and in the administration of this Collective Agreement, the Employer shall do so in a fair and reasonable manner.

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

- (a) All employees covered by this Collective Agreement shall as a condition of employment or continued employment be members of the Union in good standing or travel card or probationary or permit workers or otherwise referred to the Employer by the Union.
- (b) In the event that an employee fails to tender to the Union the required initiation fee or monthly dues and for any reason becomes a suspended member of the Union, including travel card, probationary or permit workers, the Employer will not assign work to such employee upon request by the Union.

5:03 (a) Employers will obtain from the Union all persons required to perform any of the work described in Appendix "A" attached hereto, except if Union members are not available, the Employer may hire other qualified persons, provided they make application to join the Union before employment commences. For clarification, the intent is, if the Employer requires a specifically trained person

and none are available on the Union “Out of Work” list, the Employer may, if the Employer decides the persons on the list are not suitable, hire other qualified persons provided Article 25 has been adhered to. The Union will notify the Employer within 48 hours of the person’s acceptance by issuing a referral slip.

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

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

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

ARTICLE 6: EMPLOYEE

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

Working Foreman
Journeyman Mechanic
Apprentice
Maintenance Mechanic
Gas Technician
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 Building Opportunities in the Skilled Trades Act. The Apprentice will attend all courses of study as required by the Skilled Trades Ontario 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 Skilled Trades Ontario 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 TECHNICIAN – 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.
- 6:07 STUDENT – For the purpose of this Collective Agreement, the term Student shall mean a person who, except for summer vacation period or work study period, would normally be attending full time at High School,

Vocational School, or University and taking subjects relating to the Refrigeration and Air Conditioning Trade.

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

- (a) The Employer wishing to hire a student must employ the maximum number of Apprentices as allowed by the ratio stated in Article 6:04 before hiring a student.
- (b) Notwithstanding the foregoing, the Employer shall not employ more than one Student for every eight (8) Union members employed, except, any Employer employing at least five (5) members of the Union may hire one Student.
- (c) Students will be required to pick up a temporary work card and work referral slip from the UA Local 787 Union Office prior to starting work.

ARTICLE 7: RESPONSIBILITY OF EMPLOYEES

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

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

7:01 GENERAL – The Employee shall:

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

shall not be limited to them or relieved of further responsibility delegated by the Employer.

- (b) Arrive for work suitably and neatly dressed at the established starting time unless prevented by the Employer from doing so.
- (c) While in the possession of the Employer's tools, equipment, materials, vehicles or other Employer's property, take all reasonable precautions to prevent damage, loss, theft, breakage, misuse, etc.
- (d) When operating an Employer's vehicle, ensure the vehicle is operated in accordance with the Company Policy and in a manner which will result in maximum useful life and maximum economy. While all costs for maintenance and repairs are borne by the Employer, the employee will advise the Employer immediately and in writing, with a copy to be retained by the employee, of any servicing that may be required to keep the vehicle in good and safe running order and presentable in appearance.
- (e) When representing the Employer, make every effort, according to his/her qualifications, to look after the best interests of the Employer.
- (f) All employees shall be required to have and wear approved safety boots or shoes, and safety hats as a condition of employment. The employee shall provide the safety hat at his/her own expense unless the Employer demands a safety hat of a particular colour or style, in which case the Employer shall supply it/them at the Employer's expense. Safety hats supplied by the Employer shall be returned to the Employer by the employee on termination of employment. It shall be the responsibility of the employee to be knowledgeable of the Safety Regulations under the Occupational Health and Safety Act as amended from time to time.

- (g) The Employer's vehicle is restricted to use on Employer's business only. Employer's business will include but not be limited to training, travel to and from work sites according to Article 11:04, afterhours service as per Article 11:07, picking up and delivery of parts and supplies and other approved Employer's work activities. The use of the Employer's vehicle for personal use is strictly prohibited.

- 7:02 ORKING FOREMAN – Shall be capable of instructing Journeymen and Apprentices in the actual repair work from instructions given by the Employer and perform the work of a Journeyman Mechanic when so required by the Employer.

- 7:03 JOURNEYMAN MECHANIC
 - (a) Journeyman Mechanic shall when issued a specific job assume the role of a mechanic and representative of the Employer and take the initiative to perform the work, according to the best practice of this industry. Where circumstances are beyond his/her control he/she shall immediately advise the Employer.

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

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

- 7:04 APPRENTICE – The responsibility of an Apprentice is covered under the direction of the "Refrigeration Workers Local 787 – O.R.A.C. Training Fund" (J.T.A.C.).

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

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

1. Junior Maintenance Mechanic
2. Maintenance Mechanic

These categories or classes are defined as:

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

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

7:06 GAS TECHNICIAN- 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 technician, their wages and job scope are to be cleared by the Union.

ARTICLE 8 RESPONSIBILITY OF EMPLOYER

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

right to not issue a referral slip for a new Apprentice if the Employer intends to assign the same or similar work to a lower level Apprentice.

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

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

Revision of Company Policy must be deposited on file at the Local 787 Administration Office and each and every employee affected by the change must be advised.

- 8:03 The Employer shall:

- (a) Assign exclusively to members of the Union or other workers referred to the Employer by the Union all of the work described in Appendix "A" and "C", attached hereto and forming part of this Collective Agreement.
- (b) Employers will not sublet refrigeration or air conditioning work to non-union contractors.

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

- (a) All Employer's vans will be equipped with metal safety shields or bulkheads of equivalent strength between the driver and the load. The Employer's

vehicles will be equipped with First Aid Kits, Fire Extinguisher and Safety Flares.

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

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

ARTICLE 9: UNION STEWARD

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

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

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

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

ARTICLE 10: UNION REPRESENTATIVE

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

ARTICLE 11: HOURS OF WORK

- 11:01 The hours of work shall be eight (8) consecutive hours per day not including time for lunch, between 7:30 a.m.

and 5:30 p.m. Monday to Friday inclusive with one half hour off for lunch making a regular work week of 40 hours. The starting time, within the 7:30 a.m. to 9:00 a.m. period shall be established by the Employer in accordance with area or Employer's practice. Changes to the established starting time are the responsibility of the Employer. The Employer wishing to revise the established starting time shall provide seven (7) days notice to the employees and the Union.

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

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

exists the opportunity to equitably distribute work amongst the employees.

- 11:06 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. Those 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.

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 other than regular working hours as per Article 11:01, the employee shall be paid a 15% shift premium. Shift rates apply only to shifts starting after Sunday midnight and finishing Friday midnight and are 5 days in duration.

Shifts of 4 days or less will be paid at prevailing over-time rates.

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

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

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

ARTICLE 13: TRANSPORTATION, TRAVEL AND ACCOMMODATION

- 13:01 Any employee not supplied with transportation by the Employer and therefore uses his or her own vehicle

shall receive May 1, 2022 – \$0.69, May 1, 2023 – \$0.77, May 1, 2024 – \$0.85 cents per km or May 1, 2022 -\$0.80, May 1, 2023 – \$0.90, May 1, 2024 – \$0.99 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 May 1, 2022 – \$40.25, May 1, 2023 – \$45.08, May 1, 2024 – \$49.59 per day (when not transporting or towing a welding machine) or May 1, 2022 – \$46.00, May 1, 2023 – \$51.52, May 1, 2024 – \$56.67 per day when transporting or towing a welding machine whichever is the greater amount.

UA Members on Travel Card and not supplied a company vehicle, will be paid as per Article 13:01 less \$10.00 per day, with the exception of those travel cards who are employed on or before the date of ratification, those UA Members will be paid fully as per Article 13:01. UA Members working on Travel Cards are the first to be laid off.

For Clarification see Letter of Understanding in appendix “F”

- 13:02 Travel expenses are to be paid at the same time as wages are paid.
- 13:03 It is agreed that each employee will carry a minimum of \$1,000,000.00 Public Liability and Property Damage Insurance on his/her vehicle at business rates if vehicle is used on Employer’s business and that he/she will file a copy of the policy endorsement with the Employer.
- 13:04 The Employer agrees to pay parking fees incurred by the employee while on Employer’s business.

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

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

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

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

- 13:10 Employees will not be expected to use their own money or any other form of payment for expenses incurred on behalf of the Employer.
- 13:11 In cases where, for Employer's reasons, the employee has the use of an Employer supplied vehicle to drive from employee's place of residence to the work zone, the employee shall, if requested, reimburse the Employer for the use of the vehicle at a rate not greater than specified in Article 13:01.

ARTICLE 14: WAGE RATES

- 14:01 The Province of Ontario is divided into four zones as indicated on the map inserted at the end of this Collective Agreement. The location of the dividing lines between the zones is described in Appendix "B" of this Collective Agreement.
- 14:02 If an employee works outside his/her zone, or out of the Province, he/she is to be paid the prevailing rate for the zone in which he/she is working, provided it is not less than that paid in his/her own zone.
- 14:02 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.
 - (b) The following chart show the basic hourly rates and total wage package which will apply only

from May 1st 2022 to April 30th 2023 for all Local 787 members and UA members from other Locals working on a Travel Card in Local 787.

Wage rate increases for the years May 1st 2023 and May 1st 2024 will be based on the posted rate of inflation as indicated on the Statistics Canada website as of March each year. These wage increases will be limited to a 2% minimum and a 6% maximum over the previous year's total package rate.

Annual Wage Adjustments:

Not later than March 25th of each year of the agreement, the Labour Relations Committees from both ORAC and Local 787 will meet to determine and agree upon the May 1st wage adjustment rate.

The agreed upon wage adjustments will be sent to all ORAC contractors not later than April 1st of each year of the agreement.

The CPI rate will be determined by using the Stats Canada CPI Portal.

**JOURNEYMEN AND WELDER TOTAL WAGE PACKAGE
May 1, 2022**

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
1	\$55.95	\$5.59	\$11.05	\$72.59	\$0.37
2	55.22	5.52	11.05	71.79	0.37
3	54.44	5.44	11.05	70.93	0.37
4	53.70	5.37	11.05	70.12	0.37

**JOURNEYMEN AND WELDER TOTAL WAGE PACKAGE
May 1, 2023**

Zone	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
1	\$58.86	\$5.89	\$11.60	\$76.35	\$0.37
2	58.10	5.81	11.60	75.51	0.37
3	57.28	5.73	11.60	74.61	0.37
4	56.51	5.65	11.60	73.76	0.37

CPI*-Minimum 2%-Maximum 6%

Gas Technicians will receive 6% on total package for 2022 and CPI for 2023 and 2024

14:04 Apprentice Rates

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

**APPRENTICE TOTAL WAGE PACKAGE
May 1, 2022**

Zone 1	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
Term 1	\$21.78	\$2.18	\$6.05	\$30.01	\$0.37
Term 2	27.61	2.76	6.65	37.02	\$0.37
Term 3	34.05	3.41	6.65	44.11	\$0.37
Term 4	40.59	4.06	6.65	51.30	\$0.37
Term 5	47.03	4.70	6.65	58.38	\$0.37

**Zone
2**

Term 1	\$21.46	\$2.15	\$6.05	\$29.66	\$0.37
Term 2	27.26	2.73	6.65	36.64	\$0.37
Term 3	33.74	3.37	6.65	43.76	\$0.37
Term 4	40.07	4.01	6.65	50.73	\$0.37
Term 5	46.43	4.64	6.65	57.72	\$0.37

**Zone
3**

Term 1	\$21.16	\$2.11	\$6.05	\$29.32	\$0.37
Term 2	26.93	2.69	6.65	36.27	\$0.37
Term 3	33.15	3.31	6.65	43.11	\$0.37
Term 4	39.59	3.96	6.65	50.20	\$0.37
Term 5	45.88	4.59	6.65	57.12	\$0.37

**Zone
4**

Term 1	\$20.86	\$2.09	\$6.05	\$29.00	\$0.37
Term 2	26.54	2.64	6.65	35.83	\$0.37
Term 3	32.75	3.28	6.65	42.68	\$0.37
Term 4	39.04	3.90	6.65	49.59	\$0.37
Term 5	45.22	4.52	6.65	56.39	\$0.37

**REFRIGERATION APPRENTICE TOTAL WAGE PACKAGE
May 1, 2023**

Zone 1	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg	Field Dues Deductions
Term 1	\$23.15	\$2.31	\$6.10	\$31.56	\$0.37
Term 2	29.31	2.93	6.70	38.94	0.37
Term 3	36.08	3.61	6.70	46.39	0.37
Term 4	42.96	4.30	6.70	53.96	0.37
Term 5	49.74	4.97	6.70	61.41	0.37

Zone 2	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg	Field Dues Deductions
Term 1	\$22.81	\$2.28	\$6.10	\$31.19	\$0.37
Term 2	28.94	2.89	6.70	38.53	0.37
Term 3	35.75	3.58	6.70	46.03	0.37
Term 4	42.41	4.24	6.70	53.35	0.37
Term 5	49.10	4.91	6.70	60.71	0.37

Zone 3	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg	Field Dues Deductions
Term 1	\$22.48	\$2.25	\$6.10	\$30.83	\$0.37
Term 2	28.59	2.86	6.70	38.15	0.37
Term 3	35.13	3.51	6.70	45.34	0.37
Term 4	41.91	4.19	6.70	52.80	0.37
Term 5	48.53	4.85	6.70	60.08	0.37

Zone 4	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg	Field Dues Deductions
Term 1	\$22.17	\$2.22	\$6.10	\$30.49	\$0.37
Term 2	28.17	2.82	6.70	37.69	0.37
Term 3	34.71	3.47	6.70	44.88	0.37
Term 4	41.33	4.13	6.70	52.16	0.37
Term 5	47.83	4.78	6.70	59.31	0.37

14:05

**MAINTENANCE MECHANIC TOTAL WAGE PACKAGE
May 1, 2022**

	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
All Zones					
Junior M.M.	\$21.78	\$2.18	\$6.05	\$30.01	\$0.37
M.M.	27.61	2.76	6.65	37.02	0.37

**MAINTENANCE MECHANIC TOTAL WAGE PACKAGE
May 1, 2023**

	Basic Rate	10% V.&S.H.P.	Pen/Ben/Ind/ Training Fund	Total Pkg.	Field Dues Deductions
All Zones					
Junior M.M.	\$23.15	\$2.31	\$6.10	\$31.56	\$0.37
M.M.	29.31	2.93	6.70	38.94	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 Journeyman’s basic rate.

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

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

14:08 **PAY DAY** – The established work week shall consist of five 8 hour days. Pay day shall be once a week. If the

pay is to be by cheque, it will be given to the employee before the end of his/her shift on Thursday or deposited in his/her branch of a Chartered Bank or Trust Company by Friday. If by cash, before the end of his/her shift on Friday. Direct deposit by Thursday mornings.

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

14:09 TIME SHEETS – Pay will be made for hours claimed on time sheets. Time sheets must be signed by an authorized representative of the customer as far as possible. No alteration of the time sheets or the hours contained therein will be made by the Employer or the Employer's representative.

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

ARTICLE 15: VACATION PAY AND STATUTORY HOLIDAY PAY

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

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

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

be calculated to the end of the last pay period of the month.

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

ARTICLE 16: JOINT TRAINING AND APPRENTICESHIP COMMITTEE

- 16:01 To assure the industry of an adequate supply of properly trained and skilled Journeymen and Apprentices. Journeymen training shall also be under the jurisdiction of the Joint Training and Apprenticeship Committee, composed of four (4) representatives from the Union and four (4) representatives from O.R.A.C.
- 16:02 The Joint Training and Apprenticeship Committee will administer the Training Fund in accordance with the

terms and conditions of the “Refrigeration Workers Local 787 – O.R.A.C. Training Fund Agreement.”

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

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

- 17.01 The parties mutually agree that the funding for the JTAC is \$0.50 per hour earned by each employee.
- 17:02 The funding, will be deemed to have been funded \$0.25 per hour earned by the employee and \$0.25 earned by the employer.

ARTICLE 18: INDUSTRY FUND

- 18:01 Each Employer bound by this Collective Agreement shall contribute to the Industry Fund monthly, the sum of \$0.20 (cents) for each hour earned by each employee effective 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

19:01 Each Employer bound by this Collective Agreement shall contribute to the Local 787 Benefits Trust Fund on behalf of each employee in his/her employ the sum of \$3.35 for each hour earned 2022, 2023 and 2024 TBD, 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 \$7.00 for Journeymen for each hour earned to be administered by Trustees elected by Local 787 from May 1st 2022 and the sum of \$2.60 (\$2.00 for first year Apprentices) and \$7.50 for Journeymen for each hour earned to be administered by Trustees elected by Local 787 from May 1st 2023. Pension contribution may change in year 2024

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

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

Office each month and submitted to the De Novo Treatment Centre,

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

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

ARTICLE 20: UNION DUES CHECK-OFF AND RRSP DEDUCTIONS

- 20:01 The Employer shall deduct from the employee's wages in the first pay of the month or after returning to work (if the employee is absent the first pay of the month) a sum equivalent to one month's dues which is calculated on twice (2x) the employee's basic hourly rate that he/she is being paid prior to the Vacation Pay and Statutory Holiday Pay calculation.

The Employer shall also deduct Union Field Dues of \$0.37 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.

A combined contribution rate of \$11.05 for Journeymen, \$6.05 for first term Apprentices and \$6.65 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 1st 2023 contributions will increase to \$11.60 for Journeymen, \$6.10 for first term Apprentices and \$6.70 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 1st, 2024 TBD.

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 payment must reach the Local 787 Administration Office on or before the 15th of the

month following the month for which deductions and contributions are being made.

- 21:04 If an Employer does not remit reports and contributions in accordance with Article 21:03, the Employer shall be considered to be in default and shall forthwith pay to the appropriate fund or the Union as liquidated damages and not as a penalty an amount equal to the greater of \$1,000.00 or 12% per annum calculated and compounded monthly on all amounts outstanding.

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

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

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

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

ARTICLE 22: OWNER OPERATOR

- 22:01 It is agreed that the Owner Operators, as independent contractors or otherwise, are employees for the purpose of this Collective Agreement and shall be covered by the same as herein set forth;

- (a) As a condition of any Owner Operator performing any work covered by this Collective Agreement, it is agreed that:
- (i) He/she shall be a member of the Union in good standing;

- (ii) He/she shall assign, let or sublet any work covered by this Collective Agreement subject to the terms thereof;
- (iii) Contributions to the Refrigeration Workers Local 787 – O.R.A.C. Training Fund, Benefits Trust Fund, Pension Trust Fund and Industry Fund, shall be paid and remitted or deducted and remitted, as the case may be, by or on behalf of such Owner Operators as and when required by this Collective Agreement and schedules thereto.

ARTICLE 23: COFFEE BREAK

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

ARTICLE 24: PICKET LINES

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

ARTICLE 25: HIRING, LAY OFF AND TERMINATION

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

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

- 25:02 Prior to hiring, a new employee shall be presented with a copy of the "Company Policy", with which he/she will be expected to conform (as per Article 8:02).
- 25:03 Prior to the new employee starting work, the Employer must receive a work referral slip as issued by the Union, showing that the employee is a member of the Union in good standing, travel card, probationary or permit member and the month to which the worker's dues are paid. The employee will sign a Dues Deduction Authorization Form which will permit the Employer to deduct dues from wages and remit the same on the monthly report form.
- 25:04 Should it become necessary to reduce the work force, the Employer shall lay off due to lack of work. For the purpose of lay off, no notice is required. However, if an employee is not recalled within 13 weeks the employee shall be deemed to be terminated and subject to the termination pay in lieu of notice provisions of Article 25:05.

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

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

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

- (e) If an employee is terminated for just cause the Employer is not required to give notice, but the employee is entitled to the conditions outlined in Article 25:05(d). Immediately upon termination, the Employer is required to provide the Employee with evidence for just cause termination.
- (f) If an employee wishes to terminate his/her employment with the Employer, the employee shall give a minimum of two weeks written notice. The Employer shall continue to employ him/her as outlined in Article 25:05(b) or pay him/her in lieu of notice.
- (g) On termination the employee shall receive all monies owed on the next pay period or be sent to employee's last known home address.
- (h) If the conditions as set out in Article 25:05(a) through (g) are not complied with, it shall be termed grounds for a grievance, and dealt with in accordance with Article 27. Should there be no resolution at the Industry Committee level; the grievance will be referred to the Ontario Labour Relations Act as per Article 27.03.
- (i) The company must supply a ride home to any employee who is laid off or terminated.

ARTICLE 25:06 QUARANTINE CLAUSE

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

See letter of understanding in appendix "D"

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, note-books 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 26:08.

- 26:04 Those tools supplied by the employee will be maintained by the employee. If these tools are lost or damaged through the negligence of the Employer or other employees, then the Employer is responsible for repair or replacing same.
- 26:05 The Employer agrees to supply non durable items used on Employer's work, i.e.: files, cutter wheels, reactor plates, gauges, hoses drill bits, thermometers, etc.
- 26:06 Uniforms (where mandated by the employer) will be supplied by the Employer at no cost to the employee and the employee must wear the uniform. The following list is the minimum annual requirement of an Employer supplied uniform:
- 8 Shirts
 - 5 Pants
 - 1 Jacket (service)
 - 1 Coverall
 - 1 set insulated coveralls every 2 years where required by the employee's working conditions.

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

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

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

to \$1000.00. In the event of theft by forcible entry, the police and management must be notified immediately.

ARTICLE 27: GRIEVANCE PROCEDURE

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

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

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

Second: If a settlement is not reached within a reasonable time the Steward may either alone or accompanied by the employee take the matter to the Department Manager.

Third: If a settlement is not reached with the Department Manager within a reasonable time, the matter may be discussed between the Steward, accompanied if so desired by a representative of the Union and the Employer.

Fourth: If a settlement is not reached with the Employer, all grievances, except those setout in Article 27:03 must be referred to the Industry Committee who will render a decision within 10 working days. This procedure must be done prior to advancing to the Ontario Labour Relations Board. Either party to a grievance reserves the right to exercise Article 28:01.

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

“Progressive Discipline” The ORAC Progressive Discipline process outlined in the ORAC Members Handbook should be used as reference and guidance to Employers. (see appendix “G”)

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

ARTICLE 28: ARBITRATION

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

- 28:02 The Board of Arbitration shall consist of a single Arbitrator who shall be selected by mutual agreement between the Employer and/or O.R.A.C. and the Union within fourteen (14) calendar days from the receipt of the notice of intent to arbitrate. In the event of failure to agree, the parties shall submit a joint request to the Ministry of Labour of the Province of Ontario to appoint an Arbitrator.
- 28:03 The decision of the Arbitrator will be final and binding on both parties.
- 28:04 The Arbitrator shall not have any power to alter or change any of the provisions of this Collective Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Collective Agreement.
- 28:05 The expense of the Arbitrator shall be borne equally by the parties.

ARTICLE 29: JURISDICTIONAL DISPUTE

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

ARTICLE 30: STRIKE OR LOCK-OUT

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

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

ARTICLE 31: DURATION OF COLLECTIVE AGREEMENT

- 31:01 This Collective Agreement shall remain in force until April 30th, 2025 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 104
Vaughan, ON L4H 4M4


ARTICLE 32: SAVINGS CLAUSE

- 32:01 This Collective Agreement will be no less favourable to O.R.A.C. Employers per Appendix "D" than any other Collective Agreement signed by Local 787 with any other Employer or Association.
- 32:02 If any Article or provision of this Collective Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any Provincial Government, the Employer and the Union shall suspend the operation of such Article or


provision during the period of its invalidity and shall substitute, by mutual consent, in its place an article or provision which will meet the objections to its invalidity, and which will be in accord with the intent and purpose of the Article or provision in question.

32:03 In witness to this Collective Agreement the members of the Negotiating Committee of both parties have hereby signed their names giving effect to this Collective Agreement as of May 1, 2022

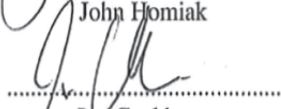
**United Association of
Journeymen and Apprentices of
the Plumbing and Pipe Fitting
Industry of the United States
and Canada, Local 787**


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Andrew Tart


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Ian Frost


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Tony Panetta

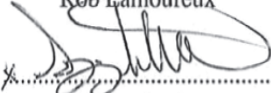

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John Homiak


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Ian Cockburn

**Ontario Refrigeration and
Air Conditioning Contractors
Association**


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Phil Taggart


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Rob Lamoureux

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Gregg Little

x 
.....
David Sinclair


.....
Tony Mammoliti

APPENDIX "A"

JURISDICTION

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

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

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

- (g) The service, repair and maintenance, handling and using of all tools and equipment that may be necessary for all work and materials used in the refrigeration and air conditioning industry.
- (h) The dismantling and repair for reuse of all refrigeration and air conditioning equipment which involves the recovery, reclaim and reuse of any refrigerants.
- (i) The service, repair and maintenance of all controls, all piping for cataracts, cascades (i.e.: artificial water falls), make-up water fountains, captured waters, water towers, and spray ponds used for industrial manufacturing, commercial or of any other purposes in the refrigeration and air conditioning industry.
- (j) Piping herein specified means pipe made from metals, tiles, glass, rubber, plastic or any other kind of material or product manufactured into pipe useable in the refrigeration and air conditioning industry regardless of size.
- (k) The service, repair and maintenance of all equipment supplied by the refrigeration and air conditioning industry.
- (l) The service, repair and maintenance of all controls of sectional walk-in boxes and cold storage rooms, installation and erection of prefabricated insulated panels for cold storage rooms and installation and erection of temperature controlled display cases and cabinets used for display and storage of all items or products requiring a temperature controlled environment.
- (m) The service, repair and maintenance of all piping to stoves, fire grates, blasts and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils etc. of every description.

APPENDIX "B"

DEFINITION OF ZONES

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

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

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

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

- (a) is all of the area east of the straight line from Winona to Dunnville up to the International border and includes Grimsby, St. Catharines, Welland, Niagara Falls, Fort Erie, etc.

- (b) is all of the area in south western Ontario west of the boundary of Zone 1 and Zone 2.

ZONE 3 – Is the area:

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

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

APPENDIX "C"

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

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

APPENDIX “D”

List of Employers

2625461 Ontario Inc. (Transcool)
462289 Ontario Ltd., Tri-Air Systems
946766 Ontario Ltd., Summit Mechanical
A & J Mechanical Systems Inc.
A.Wright Mechanical Inc.
Absolute Alliance HVAC Solutions
ACR Mechanical Ltd.
Adaptive Climates Inc.
Advantage Airtech Ltd.
AFC Heating Ltd.
AIM Industrial Inc.
Ainsworth Inc.
Ainsworth Technical LP
Ainsworth Inc (Ottawa)
Air Source Mechanical Inc.
Air Spectrum Ltd.
Airco Ltd.
Airon
Air Zone Mechanical 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.
Ben Air Systems
Bering Mechanical Ltd.
Bird Mechanical Ltd
BKA Mechanical Inc.

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

Black & McDonald Ltd.
BML Multi Trades Group Ltd.
Bogar-Paterson Ltd.
Breau Air Inc.
Brough Sheet Metal Co. Ltd.
Brookfield Global Integrated Sol.
Broom's Mech Contracting Ltd.
BSG Services Inc.
Buhler Mechanical Service
C & L Industrial Refrigeration Inc.
Cantwell Air Conditioning
CAPP Mechanical Ltd.
Carlson Mechanical Services Ltd.
Carmichael Engineering Ltd.
Carrier Canada Ltd.
Carrier Commercial Service
Cascade Mechanical Services Ltd.
Chad Air Systems
Chamberlain Building Services Inv.
Chiller Systems Consulting
Cimco Refrigeration
Cimco Shop
Circa Refrigeration Inc.
Classic HVACR Inc.
Clauger Canada Inc.
Climatech Inc.
Clow Darling Ltd.
Combustion Techs
Comfort Mechanical (EPM Ottawa)
Complete Chiller Solutions
Complete Comfort Heating & Air Conditioning
Complete Energy Solutions
Compu-Temp Air Designs Ltd.

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

Comtrade 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 Inc.
Cornerstone Trade Mechanical Services Inc.
Crozier Environmental Inc.
CTRL HVAC
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
Donair Air Conditioning & Heating Service Ltd.
Double J Mechanical Services
Drennan Refrigeration Inc.
Dunlis Mechanical Services Ltd.
DX Systems Solutions Inc.
E.A. Company Ltd.
E S Fox Ltd.
Eclipse Temperature Solutions
Edge Mechanical Inc.
EnerCare Home & Commercial Services
Environmental Systems Corporation
Extreme HVAC Mechanical Inc.
Fahrhall Mechanical Contractors Ltd.

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

FL Mechanical
Foundry Mechanical
Four Point Mechanical Ltd.
G.A. Enns Industrial Refrigeration Ltd.
Gannon/Blackburn Electric Inc.
General Air Systems Inc.
Gordon Wright Electric Ltd.
GPA Factory Service Inc.
Grayco Air
Graywood Electric
Haller Mechanical Contractors Inc.
HECO
Henderson Metal Fab. Co. Ltd.
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.
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
Lancaster Sheet Metal Ltd.
Laser Heating & Air Conditioning Inc.

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

LCD Mechanical Inc.
Lekter Industrial Services Inc.
Lopes Ltd.
Lou's Heating Systems 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.
Marshall Mechanical Ltd.
Mayfair Systems
McDerven Mechanical Ltd.
McDonald Mechanical
MDF Mechanical Ltd.
Mechanical Aire Services Ltd.
Meridian Mechanical Ltd.
Metal Air Mechanical Systems Ltd.
Mike Witherell Mechanical Ltd.
Mitchell Refrigeration Ltd.
MN Mechanical Inc.
Modern Niagara Mechanical Services Ltd.
MSB HVAC Services Ltd.
MT Refrigeration
Multitech Trades Corp.
Myko Mechanical Ltd.
Nagy Mechanical
National Mechanical Air Ltd.
Neelands Group Limited
Nelco Mechanical Ltd.
New Found Air and HVAC Services
Nextgen Air Solutions

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

Nexus Mechanical Group Inc.
Nortek Mechanical Services
North Mechanical Systems
Northern Air Environmental Tech Inc.
Northland Group of Companies
Northtemp 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.
Paramount Services Ltd.
Parkaire Systems Inc.
Penn Refrigeration 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.
Randall Plumbing & Heating Inc.
Rack Air Kingston Inc.
R H A Environmental
RCI HVAC and Automation
React Mechanical Inc.
Readair Mechanical Services Ltd.
Refworx Inc.
Robcan Mechanical

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

Roberts Onsite Inc.
Romo Air Systems
Rose Mechanical Inc
Rosetown Central Refrigeration
S I G Mechanical Services Ltd.
Scotty's Refrigeration Inc.
Seguin Morris
Sensible Heating & Air Conditioning Ltd.
Servocraft Ltd.
Siemens Building Tech Ltd.
SMC Squared
Smith & Long Mechanical Ltd.
Smith Quality Temp. Control Inc.
Snow's HVAC Services
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.
TAB Mechanical Inc., 6653456 Canada Inc.
Talon Industries Inc.
Temp Air Control
Tempwise Design and Maintenance
The State Group Inc.
Thermal Mechanical Systems
Thermal Mechanical Air Systems Inc.
Thermal Process Systems Inc.
Thermogenix Ltd.
Thomas Lemmon & Sons (1973) Ltd.
TL Mechanical
Toronto District School Board

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


Touchstone Building Technologies Inc.
Trane Ottawa Division
Trane Service Agency (London)
Trane Toronto Division
Trans Air Mechanical Ltd.
Tri-Ann Mechanical Inc.
Tru Temp Mechanical
Trust Mechanical Solutions Ltd.
Tuck Brothers Mechanical
Vamco
Vollmer Inc.
Westaire Air Conditioning & Htg Ltd.
Wintech Air Systems Inc.
Wolf Mechanical Heating & Air Conditioning Services
WSA HVACR 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

Quarantine Clause Letter between Union and ORAC

COMPETENCE
INTEGRITY
RESPONSIBILITY



Joint Industry Communication
Between UA Local 787 and ORAC
March 13, 2020

ORAC and UA Local 787 have drafted this joint communication document to provide understanding to our contractors and member workers with respect to the interpretation, application and enforcement of the following clause in our collective agreement dated May 1, 2019.

This communication has been drafted to eliminate some of the confusion caused by the COVID-19 virus and the effects of this pandemic on our industry and work community.

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.

For the purposes of application, this clause will be interpreted in the following manner:

1. While working on employers business, a 787 worker is exposed to the COVID19 virus and is required, either by the Public Health Authority or the worker's company HR policy, to go into quarantine, the employer will pay up to 5 days regular wages. Workers who self-quarantine without a statement from the Public Health Authority or approval from the Employer, will not be paid.
2. Should there be a general quarantine initiated either by the worker's employer or the Public Health Authority, the employer will pay up to 5 days regular wages.

ONTARIO REFRIGERATION & AIR CONDITIONING CONTRACTORS ASSOCIATION
 133 Millard Boulevard, Unit 104 | T. 905. 670. 0010 | contact@orac.ca
 Vaughan, ON, L4H 4M4 | F. 905. 670. 0474 | www.orac.ca

COMPETENCE
INTEGRITY
RESPONSIBILITY



In situations where a worker refuses to go to a work site, please refer to the OHSAA for guidance. The clause is as follows:

WORK REFUSALS

Under the *Occupational Health and Safety Act* (OHSAA), employees encountering the COVID-19 in the workplace (or who fear that they may encounter it) may seek to exercise their right to refuse work.

The normal OHSAA work refusal procedure must still be followed and will be found in the *OHSAA Regulation for Construction Projects and for Industrial Establishments* both on page 84 Part V, Right to Refuse or to Stop Work Where Health or Safety in Danger. Specifically 43.(3) and 43.(4).

Generally, the clause states that contractors cannot threaten to discipline an employee exercising a work refusal. When faced with a work refusal, the Contractor should immediately investigate in the presence of a health and safety representative or joint health and safety committee member, consider this work refusal and make a determination.

The work can either be stopped or it can be re-assigned to another worker who must be informed of the refusal to work and the company's rationale for proceeding with the work. Failing resolution with the employee or employees, notify a Ministry of Labour Inspector. The investigation will, in large part, be based upon the current scientific understanding of COVID-19 and the specific facts in the individual workplace.

ORAC and UA 787 will continue to monitor our industry and the affects COVID-19 is having on our communities and will provide updates as they become necessary. If you require further clarification, please contact the ORAC or UA 787 offices.

On behalf of ORAC and UA787,

Phil Taggart, ORAC Chair of the Labour Relations Committee

Andrew Tarr, Business Manager, UA Local 787

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Vaughan, ON, L4H 4M4 | F 905. 670. 0474 | www.orac.ca

Appendix G

Wrongful Dismissal and Progressive Discipline

The most common issue that is dealt with by the Industry Committee is “Wrongful Dismissal”, under article 27 of the UA787 / ORAC collective agreement.

Most examples of wrongful dismissal involve the termination of employment of a UA787 member, for a specific reason at a point in time and supported by what appear to be random examples of bad employee conduct observed over the course of several months or years in the past. There usually has been no documentation or any form of progressive discipline used for any of these previous instances of bad employee conduct. These examples are seen as conveniently brought to light to support the current issue used to terminate employment.

In all cases, contractors must remember that they are bound by the same ESA rules as any other employer regardless of what is outlined in the UA787/ORAC agreement.

The best way to deal with all situations involving employee conduct is to address the issue with the employee as soon as it has been identified. In all cases, it is important to document discussions and agreements along with any form of written warnings and keep them in the employee’s file. The goal of all discussions concerning employee conduct is to ensure the employee understands what went wrong and what is expected in the future.

If the employee’s performance does not improve, then a process of Progressive Discipline is required. This procedure of progressive discipline is a four-step process that involves:

1. Verbal warning (simple warning, but documented in writing)
2. Written warning (detailing the issue and the expectations in writing)
3. Suspension of the employee
4. Termination

The goal of all progressive discipline is to coach employees to become valuable long term employees. If this is done properly and diligently, this will be achieved, and you will not face any wrongful dismissal grievances from UA787.

PROGRESSIVE DISCIPLINE PROCESS

Most employees want to do what is expected of them. You can help by ensuring that company policies are made clear and applied consistently and fairly to everyone. However, as an employer, you may need to deal with problems caused by the performance of an employee. You should:

- **Act early** // before poor work becomes a habit.
- **Be fair** // by clarifying the job expectations with the employee.
- **Improve the employee's performance** // by providing appropriate coaching.
- **Try to solve the problem** // before it gets to the termination stage by applying the “progressive discipline process”.

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REMINDERS

The welfare of our craft depends on the collective efforts of the individual members. Set an example by attending your Union meetings and help willingly when called upon.

Support the officers you elect, and co-operate by never doing anything that will lose respect for your Union.

Be fair in your demands.

The conservation of time and materials is as much in your interest as the Employer's.

Make sure your dues are paid up to date so that you will have the advantage of all the benefits available.

Do not take an unfair advantage of other members by requesting special privileges.

Help the apprentice by teaching him or her to become a skilled tradesperson and show them the Union is interested in helping them succeed.

Don't make side deals. Stay strictly within the Collective Agreement. let your officers know when violations occur.

Remember, the officers of U.A. Local 787 were elected by you, as a member of the Union and you should do everything in your power to discourage their being condemned unjustly by other tradespeople. Any criticism or complaints or suggested improvements should be kept within the Union and referred to the Executive Board.

We cannot expect co-operation from the Employer unless we ourselves co-operate by accepting responsibilities.

Practice consideration and respect for each other.

