

**CANADIAN NATIONAL
MECHANICAL MAINTENANCE AND
SERVICE AGREEMENT**

BETWEEN



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

AND

**THE MAINTENANCE AND SERVICE CONTRACTORS ASSOCIATION
M.S.C.A.**

Amended: October 29th, 2013



COLLECTIVE AGREEMENT

BETWEEN

THE MAINTENANCE AND SERVICE CONTRACTORS ASSOCIATION M.S.C.A.

AND

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

CANADIAN NATIONAL MECHANICAL MAINTENANCE AND SERVICE AGREEMENT

1. This Agreement entered into this 29th of October, 2013 by and between the Maintenance and Service Contractors Association for and on behalf of its member Contractors hereinafter called the "Employer" and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO-CLC, hereinafter called the "Union,"
2. WHEREAS, the Employer is a contractor engaged in the operation, inspection, adjusting, testing, and balancing, evacuation, charging, start-up, servicing, maintenance, modifications, renovation and repair of all mechanical equipment including, but not limited to, heating, ventilation and air conditioning systems, refrigeration systems, compressors, boilers, pumps, mechanical equipment and all piping systems, controls and components of same, on a regular and/or an emergency call basis as required, and
3. WHEREAS, the Employer has employed, now employs, and will employ members of the Union for operation, inspection, preventive maintenance, evacuation, charging, start-up, servicing, renovation, modifications, cleaning, testing, balancing, and repair work of these systems, and expects to continue to employ such members because of their skills and experience in performing the work, and
4. WHEREAS, the Employer has promoted the sale of services covering operation, inspection, evacuation, charging, start-up, servicing, maintenance, renovation, modifications, cleaning, testing and balancing, and repairs of such systems to a substantial degree and plans to continue such endeavor despite the serious competitive problems associated with competitors employing mechanics under conditions much more favorable said competitors than employers employing mechanics under labour agreements with the union, and
5. WHEREAS, the Employer and the Union agree that there is a serious and continuing need of training additional union members for this specialized work by regularly

conducting training courses in the Mechanical Equipment Service and Maintenance field, in order to keep pace with design and technological changes, and to better serve the needs of the industry and the public, and

6. WHEREAS, both parties desire to enter into this Agreement in order to establish sound, stable and peaceful labour relations between the Employer and the Union on a national basis to the end that satisfactory conditions and harmonious relations will continue to exist between the parties without interruption in the essential services performed for the industry and the public, and
7. WHEREAS, the Employer and the Union desire to mutually establish hours and working conditions for Journeymen, Apprentices and Maintenance Mechanics employed by said Employer for Mechanical Equipment Maintenance and Service Operations.
8. NOW, THEREFORE, the Employer and the Union, in consideration of the mutual promises and covenants contained, mutually agree as follows:

ARTICLE I RECOGNITION

9. The Employer recognizes the Union as the sole and exclusive bargaining representative for all Maintenance and Service Journeymen who are hereinafter called "Journeymen," all Maintenance and Service Apprentices hereinafter called "Apprentices," and all Maintenance Mechanics hereinafter called "Maintenance Mechanics" in the employ of the Employer in respect to wages, hours, and other terms and condition, of employment, on any work in the Mechanical Equipment Maintenance and Service Industry described in this Agreement. The Union recognizes the M.S.C.A. exclusive bargaining agent for its contractor members. This Agreement shall be applicable and become effective in all Provinces and Territories in Canada.

ARTICLE II UNION SECURITY

10. All members of the Union now in the employ of the Employer shall remain members in good standing in the union. All Journeymen, Apprentices and Maintenance Mechanics covered by this Agreement or hereinafter employed by the employer shall become members of the Union on earliest date provided by applicable Provincial Laws after their employment or the date of signing of the contract by the Employer whichever is later.

ARTICLE III
UNION REPRESENTATION AND ACCESS TO JOBS

- 11.** Where it is required under local agreement provisions that a shop Steward be appointed from the Employers work force, the Employer shall be notified in writing by the Local Business Manager of the appointment. Stewards shall be qualified Journeymen performing work of their craft and shall exercise no supervisory function. There shall be no nonworking shop stewards. Provisions of this paragraph and Union rules affecting stewards shall be applied only to those stewards of whose appointment the Employer has received written notification from the Local Union Business Manager.
- 12.** Authorized representatives of the Union shall have access to the work where employees covered by this Agreement are employed, providing they do not unnecessarily interfere with the Employer's employees, customer's employees, or cause them to neglect their work, and further provided such Union representative complies with the customer rules.

ARTICLE IV
GEOGRAPHICAL TERRITORY AND TRADE JURISDICTION

- 13.** All questions relating to the geographical territory and trade jurisdiction of a Local Union or Local Unions, or questions relating to open territory shall be decided by the United Association.

ARTICLE V
SCOPE OF WORK MECHANICAL MAINTENANCE AND SERVICE

- 14.** Mechanical Maintenance and Service work is normally performed by outside contractors, either by contracts or an emergency call basis, who are equipped to handle all work relating to evacuation, charging, start-up, inspection, operating, maintenance and service calls necessary to keep a mechanical system and controls of a refrigeration, air conditioning, heating and/or ventilation or any other newly installed, remodeled, revamped or redesigned mechanical and/ or solar system in operational order. Maintenance and Service shall include, but not be limited to all the maintaining, cleaning, adjusting, repairing, overhauling, starting and balancing of any system or component part thereof, regardless of size or location, including all other Maintenance and Service work assigned to the Employer by the customer.

15. 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 only.

ARTICLE VI SUBCONTRACTING

16. In order to secure work for employees working for the Employer under this Agreement, and in order to protect wages and working conditions or such employees, the Employer shall make every reasonable effort to overhaul all machinery and equipment with employees covered by this agreement, however; where there is this not practical, the Employer must obtain permission from the Local Union to subcontract such work.
17. Any other work in the control of the Employer signing this Agreement that falls in the jurisdiction of the United Association, but not in the scope as outlined herein as being operation or Maintenance and Service, shall be done in accordance with the prevailing Building Construction Agreement of the local Union having jurisdiction.
18. The Union and Employer understand the customer may, at his discretion, choose to perform or, directly subcontract for any part or parts of the work herein described. The Employer's obligation under this Agreement refers only to work that the Employer has been contracted to perform.

ARTICLE VII MANAGEMENT RIGHTS

19. The management of the Employer's business including but not limited to direction of the working force, the right to hire, to plan, direct control, and schedule all operations (including the scheduling of the work force), the right to establish, eliminate, change or introduce new or improved methods, machinery, quality standards, or facilities is the sole and exclusive prerogative and responsibility of the Employer. All rights not specifically nullified by this Agreement are retained by the Employer.
20. The Employer is vested with the right to relieve employees from duty because of lack of work or other legitimate reasons, to promote, or discharge for cause in line with this Agreement.

ARTICLE VIII
CLASSIFICATION OF EMPLOYEES

- 21. Maintenance and Service Journeymen** must be skilled craftsmen in their trade, and have a valid Refrigeration and Air Conditioning Certificate of Qualification for his respective Province.
- 22. Maintenance and Service Apprentices** shall designate any person who engages himself for a certain minimum period to the Employer for the purpose of learning the Refrigeration and Air Conditioning Trade as laid down by the respective Provincial Apprenticeship and Tradesmen's Qualification Act. He will attend his courses of study as laid down by the Joint Training and Apprenticeship Committee.
- 23. Maintenance Mechanics** must be qualified to perform and shall be allowed to perform the work listed below: All routine maintenance and inspections regardless of size or location of the mechanical equipment: being inspected or maintained. Where this work is done as a periodic routine service, inspection and maintenance procedure by the Employer such as;
- a) Filter changing and maintenance thereof
 - b) All oil and greasing.
 - c) All belts adjusting or replacement.
 - d) Cleaning of cooling towers, coils, evaporator and condenser tubes and water treatment.
 - e) General housekeeping.
 - f) Delivery and truck driving of parts or equipment trucks.
 - g) Building systems operation under contract with customer. (Power Engineers)
 - h) In an area where a problem exists with non-union competition, the assignment of Maintenance Mechanics duties in agreement with the local union business manager may be adjusted to meet local conditions.
 - i) Cleaning, repairing and routine Maintenance of solar energy equipment.
 - j) Helper for Service and Maintenance Journeymen and Apprentices.
 - k) All aspects of residential comfort systems in a residential dwelling.

ARTICLE IX
TEMPORARY SHIFT WORK CONDITIONS

- 24.** When so elected by the Employer, multiple eight (8) hour shifts on a temporary basis, may be worked by mutual consent. When two (2) or three (3) shifts are worked the First eight (8) hour shift shall be the day shift shall be paid at the straight time hourly

rate of pay. The second and third eight (8) hour shifts shall each be paid at a rate not to be less than 15% above straight rime hourly rate of pay. Temporary shifts shall be for a minimum of five (5) consecutive days.

25. All time worked before and after the regularly established shift hours in any twenty-four (24) hour period, Monday through Saturday inclusive, shall be at a rate of time and one half the employee's regular shift rate of pay. Time worked on Sunday and holiday shall be paid at a rate of time and one half the employee's regular shift rate of pay or as provided for Provincial Law whichever is greater.

ARTICLE X

PERMANENT SHIFT WORK CONDITIONS

26. For plants, complex and/or projects a four-cycle shift system may be operated when work is performed on a seven (7) day continuing basis. The names of the men employed on permanent shifts will be published, showing shift rotation and the working shift or the by off for each man, for a period of at least three (3) months.
27. 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.
28. The standard work day under permanent shift working conditions shall be eight (8) hours of continuous employment, including a one half hour paid lunch period. Forty (40) hours per week shall constitute a weeks' 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.

ARTICLE XI

HIRING AND USE OF MEN

29. For the purpose of this Agreement the words "Home Local Union" shall mean the Local Union having jurisdiction in the area of the Employers place of business, and therefore, is the local union which referred the employee to the Employer.
30. The Union agrees to furnish at all times to the Employer, upon request duly qualified Maintenance and Service Journeymen, Apprentices and Maintenance Mechanics to properly execute all work covered by this agreement.

31. The Employer shall first request the home Local Union for qualified personnel. The local union upon such request agrees to furnish at all times to the Employer duly qualified Maintenance and Service Journeyman, Apprentices and Maintenance Mechanics to properly execute all work covered by the Agreement.
32. In the event the local union having jurisdiction is unable to supply the requested number of qualified and competent Journeymen, Apprentices or Maintenance Mechanics the United Association, upon request, agrees to notify its other Local Unions of the availability of work and will request these local unions to refer such qualified employees to the Employer.
33. If neither the Local Union nor the United Association is able to supply competent and skilled Maintenance Service Journeymen. Apprentices and Maintenance Mechanics, satisfactory to the Employer within forty-eight (48) hours, the Employer may hire such persons wherever available, subject to the provisions of Article 10 and train such men to perform the work required. It is understood that consideration for such employment and training shall be given to Journeymen or Tradesmen with previous experience in the Mechanical Equipment Maintenance and Service Industry.
34. The Employer shall retain the right to reject for just cause any applicant referred by the Union. The Employer shall retain the right to terminate any employee for just cause providing Employer so states in a termination notice.
35. The Employer shall use the Maintenance and Service Journeyman for initial start-up of newly installed systems including start, test and balance of the water-and air side of such systems.
36. The Employer shall be permitted a ratio of one Apprentice for the first Journeyman and then permitted an additional Apprentice for every three additional Journeymen employed
37. Every Apprentice shall be under supervision of his Local Union Joint Training Apprentice Committee until his training is satisfactorily completed.
38. The selection of Apprenticeship applicants for referral to jobs shall be on a non-discriminatory basis and in accordance with the local Joint Apprenticeship Committee Procedure.
39. The employee shall keep himself in a reasonably neat, clean and safe condition.

40. The determination of the number of employees, and foremen, if any is solely the responsibility of the Employer, The Employer's salaried personnel may handle all dispatching and assignment of duties.

ARTICLE XII
WAGES, BENEFITS AND HOURS OF WORK

41. Eight (8) hours per day shall constitute a standard work day between the hours of 7:30 am to 5:30 pm. Forty (40) hours per week shall constitute a weeks' work Monday to Friday inclusive.
42. By mutual consent of the Employer and the Union, the starting and quitting time of a normal established workday of eight (8) hours for the one Employer may be set or changed for any or all employees.
43. All time worked before and after the established work day of eight (8) hours Monday, through Friday, and all time worked on Saturday, Sunday, shall be paid far at time and one-half or as provided for by Provincial Law, whichever is greater. Statutory Holidays shall be paid at double time if and when the Local Service and Maintenance Agreements contain this provision. In the event that no local Service and Maintenance Agreement exist, then the local Construction Agreement shall apply, both the Employer and Union recognize local Provincial Employment Standards.
44. For all employees covered by this Agreement, wage rates, workers compensation, hours of work shifts, shift premiums, overtime, overtime premiums, reporting pay provisions, pay differentials and contributions, or deductions for plans, programs or funds, for union dues, pensions, health and welfare, training, vacations and holiday, supplemental unemployment benefits, sick pay, severance pay and industry promotion shall be in accordance with the established local Refrigeration and Air Conditioning Agreement.

Should any conflict exist between the provisions of this agreement and the provisions of any local agreement, the relevant provisions of the master portion of this agreement shall prevail.

45. In agreeing to pay fringe benefits funds for employees established in local Mechanical Equipment Maintenance and Service Agreements, the Employer hereby adopts and agrees to be bound by the written terms of such legally established local trust agreements specifying the detailed basis on which payments are to be made into out of, such trust funds. The Employer authorizes the parties to such local trust

agreements to appoint Trustees and Successor Trustees to administer the trust funds and hereby ratifies and accepts the Trustees so appointed as if made by the Employer. Nothing contained in this paragraph is intended to require the Employer to become a party to, nor be bound by the Local Collective Bargaining Agreement except for the fringe benefits, fund contributions and other monetary payments and conditions as required therein. Nor is any signatory Employer required hereby to assign his bargaining rights or become a member of any Employer group or association as a condition for making such contributions.

46. In an area where a problem exists, the assignment of Journeymen's, Apprentice's and Maintenance Mechanic's duties, hours of work, and rates of pay etc., can be adjusted in agreement with the Local Union., provided that such adjustments are mutually agreed to by the Local Union, the members involved and the Employer.
47. **MAINTENANCE MECHANICS RATE OF PAY**
Junior Maintenance Mechanic: First Term Apprentice Rate plus Fringe Benefits.
Maintenance Mechanic: Second Term Apprentice Rate plus Fringe Benefits.
48. Pay day shall be once each week no-later than the fifth working day following the end of the Employers weekly payroll period. Employees are to be paid at the option of the Employer in cash or negotiable payroll cheque or as per local agreement. When employees are laid off or discharged, they shall be immediately paid all wages due.
49. The recognized holidays within the terms of this Agreement shall be as provided for in the bonafide local agreement at the location wherein the employee is working at the time such holidays occur.
50. When an employee is regularly assigned to work outside his home Local Union, and when basic hourly Mechanical Maintenance and Service Agreement rates differ from those of his home Union, and do not conflict with this Agreement, the higher rate shall apply.
51. All of the legally negotiated fringe benefit contributions, or deductions under the employee's home Local Unions Agreement, shall be paid only to the Fringe Benefits Trust Funds of his Local Union.
52. No employee shall receive any reduction of basic wage rate and fringe benefits as a result of this Agreement.

53. When an employee reports for work during the regular work day and is not given the opportunity to work and was not notified before the completing of the previous day's work, he shall be paid for four (4) hours reporting time. When an employee has started to work in the morning he shall be paid not less four (4) hours pay.
54. If an employee shall stop work for reasons of his own, he shall be entitled to pay only for the hours actually worked in the day and the four (4) and eight (8) hour minimum condition shall not apply.
55. It shall be the Employer's prerogative to decide whether work shall be stopped during a day of work and if so, Paragraph 53 applies.

ARTICLE XIII UNIFORMS

56. When uniforms are required by the Employer, the Employer shall supply such uniforms on a 50-50 basis or as otherwise provided by law. Should better conditions exist in the local service agreement then they shall apply.

ARTICLE XIV TOOLS

57. The Employer shall supply: all pipe wrenches, vises, taps and dies all electric tools, all electric measuring instruments, all machinist measuring instruments, all air and gas measuring devices, all gas containers on all welding equipment, including wearing apparel and safety accessories, specialty tools, vacuum pumps, power tools and wrenches over 1."
58. Each Journeyman and Apprentice after completion of his first year shall have and maintain a complete set of hand tools necessary to service and/or install air conditioning and/or refrigeration equipment. Employees will not supply tools listed in the previous paragraph. Should better conditions exist in the local service agreement then they shall apply.
59. The employee will supply to the Employer at the time of employment a list of personal tools as mentioned in Paragraph 58. It will be the responsibility of the employee to keep the list up to date for purpose of replacement as outlined in Paragraph 63.

60. Those tools supplied by the Employer will be maintained by the Employer. If these tools are lost or damaged through the negligence of the employee, then the employee is responsible for repair or replacing same.
61. The 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.
62. 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.
63. If an employee's tools are lost due to fire, flood, or forcible entry of job box, job shack or vehicle etc., management must be notified immediately. Listed personal tools as required in Paragraph 53 (to a maximum value \$1500.) will be replaced immediately by the Employer. In the event of theft by forcible entry, the police and management must be notified immediately.

ARTICLE XV TRAVEL AND SUBSISTENCE

64. Men referred to jobs shall report to a location designated by the Employer. When requested to stay away from home overnight the men shall be reimbursed for meals and lodging at reasonable rates which when not previously established, will be substantiated by receipts.
65. It is the intent of this paragraph that the Employer shall provide the employees with a company service vehicle if service vehicle is required. The condition of employment shall not be contingent on the employee supplying a vehicle. However employees covered by this agreement are permitted on a temporary basis, to- use their personal automobiles for transportation from location to job and from one job to another during the work day and may transport tools and materials. Under such circumstances employees shall be paid mileage as per the Local Agreement.
66. All travel time before and after an employee's normal work hours shall be paid for at straight time.

ARTICLE XVI
NO STRIKE, NO LOCKOUT

- 67.** Neither the Union nor any employees covered by this Agreement will collectively, concertedly or individually induce or indirectly participate in any strike, picket, 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 international and Local Officers and Representatives to end any unauthorized interruption of work.

The Employer will not lockout any of the employees covered by this Agreement. The parties agree that in the manner set forth in Article XVII, 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 Employee 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 XVII
GRIEVANCE PROCEDURE AND ARBITRATION

- 68.** **(A)** Where a disagreement exists between the Employer and a Local Union concerning whether or not a given provision of the local agreement should apply, or regarding the intent, meaning, application, or compliance with the terms of this Agreement, it shall be resolved in accordance with the grievance procedure covered in this article. **(B)** Where a grievance involves termination, either the Union or the Employer may elect to waive the procedure outlined in Items 69 to 73 and proceed directly to the Labour Relations Board in the applicable Province for resolution.
- 69.** A grievance not initiated or taken to the next step within the time limits specified in this Agreement is deemed to be dropped. Time limits may be extended by mutual agreement of the Employer and the Local Union having jurisdiction.
- 70.** All disputes or differences arising as to the meaning or interpretation of this Agreement and all matters relating to a violation shall be commenced within ten (10) days of occurrence or knowledge of such dispute or violation. The dispute or violation shall be disposed of in accordance with the following procedure:

- A) Any such grievance shall be first adjusted between the aggrieved employee and his immediate supervisor and, if not settled within twenty-four (24) hours;
- B) Between the aggrieved employee and the Employer's local branch manager and, if not settled within twenty-four (24) working hours;
- C) Between a representative of the Union and the Employer and, if not settled within seven (7) days;
- D) It shall be submitted to the Labour-Management Committee comprised of three (3) members appointed by the Association and three (3) members representing the Union appointed by the Director of Canadian Affairs and if not settled within seven (7) days;
- E) Either party may then proceed to the applicable Labour Relations Board in the province where the grievance arose. If a settlement is reached by the Labour Management Committee described above, such settlement shall be final and binding upon the parties.

ARTICLE XVIII

LABOUR/ MANAGEMENT COMMITTEE

- 71. A Labour/Management Committee will be formed, comprised of six (6) members, three (3) members to be appointed by the Maintenance Service Contractors Association (MSCA) and three (3) members to be appointed by the Director of Canadian Affairs on behalf of the Union.
- 72. The Committee shall by majority vote have the power on behalf of the respective parties to adjust trade disputes, adjudicate grievances or establish regulations governing the conduct of their members as provided for in this Agreement.

ARTICLE XIX

UNION ADMINISTRATION FUND

- 73. Effective January 1, 1999, the Employer (s) agree to contribute five cents (.05) per employee earned hour to the **Union Administration Fund**. The monies thus paid shall be used for the general purposes of the Union including the Union's costs of negotiating, promoting and administering this agreement. Contributions to this fund shall be remitted as directed by the United Association.

ARTICLE XX
UNITED ASSOCIATION CANADIAN ENHANCEMENT FUND

74. Effective October 29, 2013 the Employer (s) bound to this Collective Agreement agree to contribute five cents (\$.05) per hour earned, monthly, to the **United Association Canadian Enhancement Fund**. Contributions to this fund shall be remitted as directed by the United Association.

ARTICLE XXI
ASSOCIATION FUNDING

75. In the event that the M.S.C.A. has a need to collect an industry fund, this can be implemented by M.S.C.A. at any time and the amount be established by M.S.C.A. in which case the Local Union will collect these funds and remit them to M.S.C.A. in a manner similar to the manner stipulated by the local agreement.

ARTICLE XXII
SAVINGS CLAUSE

76. If any article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority or 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.
77. If any article or provision of this Agreements shall be declared invalid, inoperative or unenforceable by law or the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such article or provision to persons or circumstances other than those to which it has been held invalid, inoperative, or unenforceable shall not be affected thereby.
78. A National Signer of this Agreement is not required to sign the Local Service Contracts, but if requested must subscribe in writing to the Local Trust Agreement.
79. If the Union has at the present time or any time hereafter an Agreement with any Employer or Association or Employers engaged, in the Maintenance and Service work (as covered by this Agreement) with terms and conditions more advantageous to the Employer or Association of Employers than the terms and conditions provided for in

this Agreement, M.S.C.A. shall have the right to appeal to the United Association and request that they be privileged to adopt such advantageous terms and conditions.

ARTICLE XXIII
DURATION OF AGREEMENT

- 80.** This Agreement shall be in full force and effect from January 1, 2014 and year to year unless notice of modification is given in writing by either party to the other party, sixty (60) days prior to each anniversary date of January 1.
- 81.** In the event notice of modification is given by either party and agreement on a new or modified agreement is not reached by the anniversary date both parties agree Continue to work under the terms of this Agreement on a day-to-day basis until such time that either an agreement has been reached or the matter has been settled by Arbitration.
- 82.** In respect to this Agreement, the signatory parries agree that at least once a year no later than 90 days prior to the anniversary date the union and all signed employers will convene a meeting for the purpose of appraising the effectiveness of this agreement and determining this number of employees covered under its term.

**THIS AGREEMENT IS SIGNED BY THE MAINTENANCE & SERVICE CONTRACTORS
ASSOCIATION ON BEHALF OF ITS MEMBER COMPANIES LISTED BELOW**

Mr. John A. (Jack) McAughey, MSCA President
Standard Mechanical Systems Ltd.
3055 Universal Dr., Mississauga, On. L4X 2E2
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Mr. Philip Taggart
Black and McDonald Ltd.
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Mr. Andy Hunt
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30 High Meadows, Toronto, On.
416-780-2900 Fax 416-780-2910


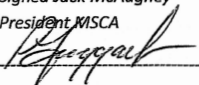
**Maintenance & Service
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**United Association of Journeymen and
Apprentices of the Plumbing and Pipe Fitting
Industry of the United States and Canada
AFL/CIO**


Signed Jack McAughey
President MSCA

Signed Philip Taggart
Secretary MSCA

Dec - 02 / 13
Date
Dec 3 / 13
Date

**United Association of Journeymen and
Apprentices
of the Plumbing and Pipe Fitting Industry of the
United States and Canada AFL/CIO**

 - Dec 10 / 13
Signed Tony Finelli
U.A. National HVAC/ Service Representative
Canada

Date

LOCAL APPENDIX "A"
ONTARIO LABOUR RELATIONS (BOARD FILE NO. 2815-83-U)
MEMORANDUM OF SETTLEMENT

BETWEEN: LOCAL 787 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING, AND PIPEFITTING INDUSTRY THE UNITED
STATES AND CANADA (LOCAL 787)

and

UNITED ASSOCIATION OF JOURNEYMEN AND Apprentices OF THE Plumbing and
PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA (U.A.)

and

Maintenance SERVICE CONTRACTORS ASSOCIATION (MSCA)

The parties of the above-mentioned complaint under s.89 of the Labour Relations Act hereby agree to settle the complaint on the following terms and conditions:

1. The parties hereto recognize the validity of the Canadian National Mechanical Equipment Maintenance and Service Agreement, dated February 14th, 1984 between MSCA, and the U.A. (the "National Agreement").
2. It is understood that Local 787 shall be entitled to participate in any negotiations for the renewal of the master portion of the National Agreement.
3. It is agreed that there shall be an Appendix to the National Agreement, covering the Province of Ontario, negotiated only between Local 787 and MSCA. This Appendix shall be in lieu of the incorporation of various provisions of local agreements referred to in Art. # 44 and other articles of the National Agreement.
4. The Appendix shall contain the: following provisions contained in existing Provincial Collective Agreement between Ontario Refrigeration and Air Conditioning Contractors Association (ORAC) and Local 787:

11.04 - Stand-by

11.06 –Bereavement Leave

11.07 – Accidents

11.08-Jury Duty

12.04- Statutory Holidays

13.04-Mileage Rates

14.00-Wages

15.00- Vacation Pay

17.00- Apprenticeship Training Fund

18.00- Industry Fund

19.00-Welfare Trust Fund (and Pension
established Nov.1, 1983

20.01- Check-off

21.00- Monthly Reports

23.01- Coffee Break

24.01- Picket Lines

(all of which is subject to any amendments referred to below and any amendments to the above mentioned articles to reflect the fact that MSCA rather than ORAC is party to this agreement.

5. If is understood that Local 787 has exclusive bargaining rights relating to the issues listed in para 4 above, for the Province of Ontario, and that the negotiations for the National Agreement shall have no authority to include such terms for the Province of Ontario. It is also understood that Local 787 and MSCA shall not be precluded from negotiating any additional matters to be included in the Ontario Appendix, provided that any such additional matter is not inconsistent with the provisions of the existing National Agreement at the date hereof.
6. The provisions of the Local 787 Appendix only shall be subject to ratification. The ratification vote shall be conducted only among the employees of the present members of MSCA, that is:

Black and McDonald Ltd
Beaver Engineering Limited
Comstock Canada
Stannair Conditioning Ltd.
Standard Mechanical Systems Limited
D' Arcy Sweeney Limited

The section 89 Complaint is hereby
withdrawn by Local 787

Dated at Toronto this 4th day of
April 1984

For MSCA

For LOCAL 787

For U.A.

Jack McAughey

Joseph Carricato

J.R. St.Eloi

MEMORANDUM OF UNDERSTANDING

Signed in Toronto on January 27, 1984, between the Director of Canadian Affairs for the United Association of Journeymen and Apprentices of the Plumbing and Pipe fitting Industry of United States and Canada and various U.A. Local Union Business Managers representing their locals across Canada:

As a consequence of a meeting between the: United Association and its Canadian Local Unions with a committee representing The Maintenance & Service Contractors Association, the Local Union Business Managers present agrees to authorize the United Association to Bargain on their behalf and conclude a Collective Agreement covering the maintenance and service of mechanical equipment on a National basis.

Signed on behalf of:

Local 144

Gerard Cyr

Local 740

Stanley Dalton

Local 179

Rick Dietrich

Local 516

Richard Seder

Local 787

Tony Finelli

Local 772

James MacDonald

Local 56

Mel MacIntyre

Local 799

George Estay

Local 488

Rob Kinsey

Local 231

Barry McManus

Local 254

John R. Moore

Signed on behalf of the United Association

Michel A. Grenier

Director of Canadian Affairs

