

ONTARIO PIPE TRADES COUNCIL

**INDUSTRIAL, INSTITUTIONAL
& COMMERCIAL (ICI)**

PROVINCIAL AGREEMENT 2019-2022



between the Mechanical Contractors'
Association of Ontario and the United
Association of Journeymen and Apprentices of
the Plumbing and Pipe Fitting Industry of the
United States and Canada



Contains Local Union 46 Toronto Appendices

ICI LOCAL 46 ZONE 11 – WAGE RATES

| JOURNEYMAN'S RATE | EFFECTIVE DATES | | | |
|------------------------------|-----------------|----------------|----------------|----------------|
| | May 1, 2019 | Nov 1, 2019 | May 1, 2020 | May 1, 2021 |
| Base Rate | \$47.14 | \$47.10 | \$48.38 | \$49.68 |
| Vacation Pay 11% | 5.19 | 5.18 | 5.32 | 5.46 |
| Zone 11 Allowance | 2.90 | 2.90 | 2.90 | 2.90 |
| Health Benefits | 1.65 | 1.65 | 1.65 | 1.65 |
| Pension | 9.00 | 9.00 | 9.00 | 9.00 |
| Training | 0.51 | 0.51 | 0.51 | 0.51 |
| WRT | 0.05 | 0.05 | 0.05 | 0.05 |
| Helmets to Hardhats | 0.01 | 0.01 | 0.01 | 0.01 |
| National Organizing Fund | 0.10 | 0.10 | 0.10 | 0.10 |
| S.U.B. | 0.20 | 0.20 | 0.20 | 0.20 |
| Article 23 | 0.10 | 0.10 | 0.10 | 0.10 |
| UA Canada Nat'l Wellness | 0.00 | 0.05 | 0.05 | 0.05 |
| Article 30 (WSIB) | 0.03 | 0.03 | 0.03 | 0.03 |
| O.P.T.P.F. | 0.26 | 0.26 | 0.26 | 0.26 |
| De Novo | 0.04 | 0.04 | 0.04 | 0.04 |
| OCS | 0.01 | 0.01 | 0.01 | 0.01 |
| Union Field Dues | Incl. | Incl. | Incl. | Incl. |
| Contingency Fund | Incl. | Incl. | Incl. | Incl. |
| Target Fund | 0.50 | 0.50 | 0.50 | 0.50 |
| Joint Promo Fund | 0.02 | 0.02 | 0.02 | 0.02 |
| Zone Association Fund | 0.40 | 0.40 | 0.40 | 0.40 |
| MIAC/WTF Funds | 0.05 | 0.05 | 0.05 | 0.05 |
| TOTAL | \$68.21 | \$68.21 | 69.64 | 71.07 |
| After Tax Deductions: | | | | |
| Union Field Dues | 0.71 | 0.71 | 0.73 | 0.75 |
| Contingency Fund | 0.08 | 0.08 | 0.08 | 0.08 |
| FOREMAN'S RATE | \$54.28 | \$54.23 | \$55.70 | \$57.20 |
| Foreman's Field Dues | 0.82 | 0.81 | 0.84 | 0.87 |

Field Dues are 1.5% of Base Rate, including Target Fund

PLEASE CALL IN YOUR NEW JOB SITE

- Name of Contractor
- Name of General Contractor
- Location

416-759-6791

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ONTARIO PROVINCIAL COLLECTIVE AGREEMENT

BETWEEN

The MECHANICAL CONTRACTORS ASSOCIATION ONTARIO
OF THE FIRST PART

and

The ONTARIO PIPE TRADES COUNCIL OF THE UNITED
ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED
STATES AND CANADA, hereinafter called the Council.
OF THE SECOND PART

EFFECTIVE DATE May 1, 2019

DURATION OF AGREEMENT

This Agreement shall be effective from May 1, 2019 and shall remain in effect until the 30th day of April 2022 and thereafter from year to year unless it is terminated by either party giving to the other party written notice that the Agreement shall be amended or terminated on the 30th day of April 2022.

Such notice shall be given within ninety (90) days of, and not less than sixty (60) days prior to, the 30th day of April 2022.

PURPOSE AND INTENT

WHEREAS the parties hereto desire:

to promote the business of the plumbing, heating, pipe fitting and gas fitting industry;

to ensure a standard of excellence and efficiency in the industry for the protection of the public;

to establish and maintain fair conditions for those engaged in the industry;

to settle differences which may arise between the parties hereto; and to maintain industrial peace.

ARTICLE 1 – DEFINITIONS

1.1 “Association” means the Mechanical Contractors Association Ontario and any successor or assign.

- 1.2 “Council” means the Ontario Pipe Trades Council of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada and any successor or assign.
- 1.3 “Contractor” means an employer and any successor or assigns performing Mechanical work under the terms of this Collective Agreement in the Industrial, Commercial and Institutional Sector and the Electrical Power Systems Sector of the construction industry in the Province of Ontario save and except work covered by a collective agreement between the United Association and the Electrical Power Systems Construction Association (“EPSCA”).
- 1.4 “Union” means a UA Local Union having geographical jurisdiction over a particular area and any successor or assign.
- 1.5 “Zone Association” means the Mechanical Contractors Association operating within the geographic jurisdiction of a Local Union.
- 1.6 “Member” means any member of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.
- 1.7 “UA” or “United Association” means the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.
- 1.8 “Employee” means a qualified and/or Certified Journeyman or Apprentice employed by a Contractor as a plumber, steamfitter, pipefitter, gasfitter, petroleum mechanic, welder, and apprentice thereof, or job foreman.
- 1.9 “Applicable Benefits” means Vacation and Statutory Holiday Pay and all Travel Allowances, Travel Time, Board Allowance and all other monetary benefits within this Collective Agreement.
- 1.10 The “Provincial Board” means the Provincial Joint Board.
- 1.11 “Board” means a Local Joint Conference Board as provided for in Article 15 hereof.

- 1.12 “Policy Grievance” means all grievances other than those arising under Article 15.6.

ARTICLE 2 – RECOGNITION

- 2.1 The Association agrees to recognize the Council as the sole collective bargaining agent for all employees of the Contractors as defined in Definition 1.8.
- 2.2 The Council agrees to recognize the Association as the sole collective bargaining agent for all Contractors as defined in Definition 1.3.

ARTICLE 3 – GEOGRAPHIC SCOPE

- 3.1 This is a Provincial Agreement within the meaning of the Labour Relations Act of Ontario and as such applies to the Industrial, Commercial and Institutional Sector of the Construction Industry. The parties to this Agreement recognize the historical divisions of the province into geographic areas within which the unionized sector of the Mechanical Contracting Industry is represented for certain matters by local trade associations and by local unions of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada.
- 3.2 As set forth in the following:

3.2.1 MCA Zone 1, Thunder Bay - UA Local Union 628

This Agreement shall be applicable to and effective within the geographic jurisdictional area and scope defined as follows:

“in the Districts of Thunder Bay, Rainy River, Kenora, including the Patricia Portion and that part of the Districts of Algoma, Sudbury and Cochrane lying north of the 48th parallel of latitude and west of the 82nd degree west meridian of longitude (excluding the area that is east of the 86 degrees 15 longitude line and south of the 49 degree latitude line) in the industrial, commercial and institutional sector in the construction industry”.

3.22 **MCA Zone 2, Sault Ste. Marie - UA Local Union 800**

- a. This Agreement shall be applicable to and effective within the present geographic jurisdictional area of Local Union 800

To the East- 8 km east of the 83 degree longitude line.

To the North- 49 degrees latitude line.

To the West- the 86 degree 15' longitude line. To the South- International boundary line.

- b. It is agreed that should either party wish to change or add any U.A. Jurisdictional areas or any MCAO Zones, that the party desiring such change shall advise the other party not later than ninety (90) days prior to termination of this Agreement, and that the parties shall meet and discuss such change.

3.23 **MCA Zone 3, Sudbury - UA Local 800**

This Agreement shall be applicable to and effective within the jurisdictional area of Local 800, and shall inure to the benefit of, and be binding upon the parties hereto, and the members of the parties hereto, and upon all other parties executing this Agreement.

- a. Complete district of: Manitoulin, (excluding that portion of Manitoulin Island, West of a north to south line running 8 km east of and parallel to 83 Longitude) Nipissing and Timiskiming.
- b. Complete district of: Parry Sound, EXCEPT TOWNSHIPS Christie, Foley, Conger, Humphrey, Ferguson, McDougal, McKeller and Carling.
- c. Complete district of: Cochrane, Kenora (Patricia Portion), Algoma and Sudbury except for portions west of WEST BOUNDARY.

*West Boundary

Starts at a point, extreme north latitude, Hudson Bay, and 47.5 km east of 83 longitude then south to 49 latitude- west to 8 km east of 83 longitude and south to 48 km north of 45 latitude.

3.24 **MCA Zone 4, Windsor - UA Local Union 527**

This Agreement shall be applicable to and effective within the present geographic jurisdiction area of Local Union 527.

3.25 **MCA Zone 5, Sarnia - UA Local Union 663**

This Agreement shall be applicable to and effective within the jurisdictional area of Local Union 663, and shall inure to the benefit of, and be binding upon the Parties hereto, and the members of the Parties hereto, and upon all other Parties executing this Agreement.

3.26 **MCA Zone 6, London - UA Local Union 527**

This Agreement shall be applicable to and effective within the present jurisdictional area of Local 527, which is the five counties of Elgin, Middlesex, Oxford, Perth and Huron or any areas as otherwise designated by the United Association through its Canadian representative.

3.27 **MCA Zone 7, Kitchener - UA Local Union 527**

- a. This Agreement shall be applicable to and effective within the present geographic jurisdictional area of the Union.
- b. The jurisdictional area covered by this agreement shall be the counties (1974 boundaries) of Waterloo, Wellington, Bruce and Grey. The county of Halton north and west of Highway No. 401. The north-east corner of Oxford County bounded by Highways No. 2 to No. 59 thence to No. 7 and No. 8 thence to No. 19 thence to No. 86. The counties (1974 boundaries) of Perth and Huron north of Highway No. 86.

3.28 **MCA Zone 8, Niagara - UA Local Union 67**

- a. This Agreement shall be applicable to and effective within the present geographic jurisdictional area of Local Union 67, Niagara, being within the boundaries of Lincoln and Welland Counties, and that part of Haldimand County from the Lake Erie shoreline to the border line between South Cayuga and Dunn Township

in the County of Haldimand just east of the Village of South Cayuga, then north to the Lincoln County line at Caistorville, then northwest along the Lincoln-Haldimand County line to the point where it meets the Wentworth County line then to Lake Ontario.

- b. It is agreed that should either party wish to change or add any U.A. jurisdictional areas or any M.C.A. Zones, that the party desiring such change shall advise the other party not later than ninety (90) days prior to termination of this Agreement, and that the parties shall meet and discuss such change.

3.29 **MCA Zone 9, Hamilton - UA Local Union 67**

This Agreement shall be applicable to the jurisdictional area of Local Union No. 67, Hamilton as outlined and defined below.

This Agreement may be executed by other Employers who are recognized Plumbing, Pipefitting, Heating and Welding Contractors who are not members of the Association.

The Union shall advise the Association of new signatories to the Agreement.

The Zone Association shall advise the Union of new members of the Zone Association.

Description of the Jurisdictional Area Local 67:

Start at the junction of Lake Ontario and the Seventh line in the Town of Oakville, then north-west to the Queen Elizabeth Highway, then the Eighth Line north-west to Highway No. 401 just beyond Hornby. Join this point to Freelon on Highway No. 6, then north-west on Highway No. 6, to the Wellington-Wentworth County Line just south of Puslinch, then follow the Wellington-Wentworth County Line generally westerly to where it meets the Waterloo County Line just east of Galt. From this point follow the Wentworth County Line generally south to where it angles south-east to North Seneca on Highway No. 6 just north of Caledonia.

From this point follow Highway No. 6 to Port Dover, then follow the Lake Erie shoreline to the border line between South Cayuga and Dunn Township in the County of Haldimand. This is just east of the Village of South Cayuga. Then north to the Lincoln County Line of Caistorville, then north- west along the Lincoln-Haldimand County Line to the point where it meets the Wentworth County Line, then generally north along the Lincoln Wentworth Line to Lake Ontario. Follow the shoreline of Lake Ontario to the starting point at Oakville.

MCA Zone 9A, Brantford - UA Local Union 67

Commencing at Lake Erie at the County Line between Elgin and Norfolk counties.....

North to Oxford County Line...

East along the County Line between Oxford and Norfolk counties to the point where #59 Highway crosses that County Line...

North along #59 to the junction of #59 and #401 Highways...

East along #401 to the junction of #401 and #2 Highways...

East on #2 to the County Line between Brant and Oxford Counties...

North on the Brant-Oxford County Line to the intersection of Brant, Oxford and Waterloo Counties...

East along County Line to the intersection of Brant, Waterloo and Wentworth Counties...

South and Southeast following the County Line between Brant and Wentworth Counties to where the Wentworth line crosses #6 Highway...

South on #6 to Hagersville, Ontario...

Northwest along the County Lines of Brant and Haldimand to the intersection of Norfolk, Brant and Haldimand Counties...

South along the County Lines of Norfolk and Haldimand to Lake Erie.

3.210 MCA Zone 10, Barrie, UA Local Union 46 North

This Agreement shall be applicable to and effective within the present geographic jurisdictional area of Local Union 46. The area over which this Agreement shall be effective is as follows: Simcoe County,

Regional Municipality of Muskoka, Townships of Rama, Mara, and Thorah in the County of Ontario, and the Townships of Carling, Ferguson, McDougall, McKellar, Christie, Foley, Conger and Humphrey in the District of Parry Sound, including all of the Municipalities therein.

3.211 **MCA Zone 11, Toronto, UA Local Union 46**

This Agreement shall be applicable and effective within the geographic boundaries of York County; that portion of Ontario County lying west of Pickering-Whitby Township Line (Durham Road 23 known as Lakeridge Road); Peel County; that portion of Halton County lying south of Highway 401 and east of the 7th Line and Dufferin County, as amended by a decision of the Joint Conference Board.

3.212 **MCA Zone 12, Kingston, UA Local Union 401**

The area of this Agreement shall cover all job sites in the City of Kingston and Counties of Lennox-Addington, Frontenac, Leeds and including that part of the County of Grenville west of Edward Street in the Town of Prescott. (Leeds and Grenville) M.C.A.K. to work towards certification of this area.

3.213 **MCA Zone 12W, Oshawa, Peterborough, Belleville, UA Local Union 401**

This Agreement shall be applicable and effective within the present and future geographic jurisdictional Areas of Local Union 401.

It is agreed that should either party wish to change or add any U.A. Jurisdictional Areas or any M.C.A.O. Zones, that the party desiring such change shall advise the other party not later than ninety (90) days prior to termination of this Agreement, and that the parties shall meet and discuss such change.

(a) This Agreement shall be applicable to and effective within the geographic boundaries of the area within Whitby, East Whitby, Darlington, Clarke, Hope, Hamilton, Haldiman, Cramahae, Brighton (together with that part of Lake Ontario between the International Boundary between Canada and the United States) Murray, Sidney,

Thurlow, Tyendinaga, (all of Prince Edward County), Hungerford, Elzivir, Grimsthorpe, Cashel, Mayo, Carloro, Bangor, Wicklow, Sabine, Airy, Nightingale, Lawrence, Livingston, McClintock, Sherborne, Hindon, Longford, Dalton, Carden, Eldon, Brock.

- (b) The eastern boundary of U.A. Local 401 will include the townships of Airy, Sabine, McClure, Wicklow, Bangor, Carlow, Mayo, Cashel, Grimsthorpe, Elzevir, Hungerford, Tyendinaga, and all of Prince Edward County. These townships are adjacent to the counties of Lennox and Addington which are within the jurisdiction of U.A. Local 401 Kingston.
- (c) To reflect a “Western” and “Eastern” area, the dividing line shall be: Hwy. 30 in the township of Brighton, the townships of Murray, Rawdon, Marmora, Lake, Limerick, Dungannon, Monteaagle, Wicklow, and all of Prince Edward County.

3.214 **MCA Zone 13, Ottawa, Renfrew, UA Local Union 71**

The geographical jurisdictional area covered by this Agreement is the Regional Municipality of Ottawa Carleton, the Counties of Russell and Lanark, and the County of Renfrew, Ontario. This Agreement shall cover all job sites and work performed in the City of Cornwall, the Counties of Stormont, Dundas, Glengarry and Prescott, and the Townships of Edwardsburg and Augusta in the County of Grenville; and that part of the County of Grenville east of Edward Street in the Town of Prescott.

ARTICLE 4 – SAFETY

- 4.1 All work is to be performed in accordance with the current Occupational Health and Safety Act and regulations for construction projects as amended, and regulations passed pursuant thereto.
- 4.2 All members shall be required to have and wear approved safety boots and safety hats as condition of employment. The Members shall provide the safety boots and safety hats at their own expense unless the

Contractor demands a safety hat of a particular colour or style, in which case, the Contractor shall supply as a minimum a new liner in a hat that meets current safety requirements at the Contractor's expense. Safety hats, supplied by the Contractor, shall be returned by the employee on termination of employment.

- 4.3 Protection goggles shall be supplied to any employee, when required by the nature of the work being performed. The Contractor shall supply to the welder, the welder's safety hat, shield, goggles, heat resistant gloves and welder's leathers where required. When employees are required to work with welders, they shall be supplied with gloves and proper safety glasses. Replacement of worn or broken safety equipment supplied by the Contractor under this clause shall be on an exchange basis only. All other safety equipment necessary to comply with all Safety Act Regulations, applicable to protect the employee while performing his assigned work, shall be provided by the Contractor, and shall be returned to the Contractor at the completion of the assigned work.
- 4.4 If the employee fails to return such protective safety equipment, he/she shall be charged for same at replacement cost, if neglect is proven.
- 4.5 The Contractor shall provide first aid requirements on the job or project as prescribed by the Workplace Safety and Insurance Act of Ontario and/or regulations issued thereunder.
- 4.6 Either party to this agreement shall not condone substance abuse.

ARTICLE 5 – PAYMENT OF WAGES

- 5.1 Wages shall be paid by cheque, cash or electronic banking deposit not later than Thursday of each week. If paid by cheque or electronic deposit on Thursday, and a holiday occurs on Thursday, payment by cheque or electronic deposit shall be on the preceding Wednesday. Employers payroll week ending will be 12:00 midnight Saturday of each week which is the Employment Insurance (E.I.) week ending. If an employee incurs cost for a company payroll cheque

which is rejected due to 'Non Sufficient Funds', then all such cost will be borne by the Contractor.

Failure of payment in accordance with this provision will require the employer to pay waiting time of two hours at regular straight time including all applicable benefits. If it is mutually agreed between the Business Manager and the Contractor that conditions beyond the control of the Contractor prevent the Employer from delivering the pay to the employee as per Article 5.1, then the penalty as pre described will not apply.

- 5.2 Each employee shall be given, with the employee's wages, a statement of all wages and allowances paid to the employee, and of all deductions made from the employee's wages.
- 5.3 Contractors working in areas other than their regular place of business will, on request of the Union Business Representative in writing, arrange with a local bank for employees to cash their pay cheques.

ARTICLE 6 – HOLIDAYS

- 6.1 All hours worked on Saturdays and Sundays and the Statutory Holidays listed below when worked shall be paid at the rate of double time.

| | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

- 6.2 When any of the above holidays falls on a Saturday or Sunday, such holiday shall be observed on the following working days or as proclaimed by the Municipal, Provincial or Federal Government as a holiday.
- 6.3 Should any Statutory Holiday in addition to those listed in Clause 6.1 be proclaimed by the Provincial or Federal Governments, then such holiday shall be recognized in the same manner as those listed.
- 6.4 Pay for vacation and statutory holiday shall be paid weekly at the rate outlined in common appendices.

ARTICLE 7 – LAY-OFF

- 7.1 When an employee is laid off on a regular work day, the employee shall receive pay to date, including the applicable hours of pay for that regular work day, plus all other applicable benefits.
- 7.2 The employee shall be paid in full, no later than two (2) hours prior to the end of the work day or work shift. However, on a short term project or shutdown (7 consecutive days or less) employees shall be paid in full at the end of the work day or shift; and if such employees are not paid all wages and applicable benefits at the end of their shift, then payment shall be sent by Registered Mail or Priority Post on the next regular work day to the employees last known address or as per written instructions from the employee to the Contractor's Representative on the job site. If not mailed the next regular work day refer to Article 7.3
- 7.3 When an employee is laid off and does not receive pay and other applicable benefits, the employee, in addition, shall be paid waiting time, including applicable benefits at the regular straight time rate for all regular hours until the employee's pay is received.
- 7.4 If it is mutually agreed between a Business Manager and a Contractor that conditions beyond the control of the Contractor prevent the employer from delivering the pay and applicable benefits to the employee on the day of lay-off, then the waiting time shall not apply. The agreement is not to be unreasonably withheld by either party.
- 7.5 When such lay-off is effected when an employee is working overtime or shift work, (other than on a short term project or shutdown) or on a Saturday, Sunday or Holiday when the employer is unable to pay off at time of lay-off, the employee's pay, all applicable benefits and other documents mentioned herein, plus two (2) hours straight pay, shall be sent by registered or priority post mail on the next regular work day to the employee's last known address, or as per written instructions from the employee to the Contractor's Representative on the job site. Prior notice is not

required under this clause. If not mailed on the next regular workday, refer to Article 7.3.

- 7.6 The employee shall receive with the employee's pay, an "Employment Insurance Record of Employment" Form or an electronic reference number that is listed with Service Canada in a timely manner of three (3) days exclusive of Saturday, Sunday and recognized holidays. If not, a penalty of \$100.00 per business day to a maximum of five (5) days shall prevail. If it is mutually agreed between the Business Manager and Contractor that conditions beyond the control of the Contractor prevent the Employer from delivering this to the employee, then the penalty as pre-described will not apply. When this penalty applies, the penalty will be paid to the member and added to his/her wages.
- 7.7 The Contractor, at the time of laying off an employee, shall give preference of employment to the members from the Local Union.

ARTICLE 8 – VOLUNTARY TERMINATION-DISCHARGE

- 8.1 When an employee terminates employment voluntarily, the employee shall be provided with final pay, other applicable benefits and "Employment Insurance Record of Employment" Form or an electronic reference number that is listed with Service Canada, which is to be mailed no later than five (5) regular working days of such termination by registered mail or priority post, to the employee's last known address, or as per written instructions from the employee to the Employer's Representative on the job site.
- 8.2 The Contractor or Contractor's Representative shall at the time of discharge, give the employee pay to date, other applicable benefits, and 'Record of Employment' Form or an electronic reference number that is listed with Service Canada. When such discharge has taken place the employment relationship shall be deemed to be immediately terminated.

ARTICLE 9 – TRADE OR WORK JURISDICTION

- 9.1 The parties to this Agreement recognize that it is the employer's sole responsibility to assign work. The contractor shall not assign work contrary to existing area practices predicated on jurisdictional wording outlined in other trade Collective Agreements. The reference herein, to area practices and/or jurisdictional awards must be area practices and/or awards that have been accepted and practiced on projects between Unions. Though not mandatory, the contractor will cooperate in defining trade jurisdiction assignments by means of a letter as requested by the Business Manager on projects upon request; in accordance with a standard form to be provided by the Business Manager. The Employer shall not unduly refuse to cooperate with such request. The noted standard form is to be provided to the Business Manager by the OPTC.
- 9.2 Jurisdictional disputes that may arise after the enforcement of this agreement shall be referred to either the Impartial Jurisdictional Dispute Board (I.J.D.B.) or a Successor Group, or the Ontario Labour Relations Board (O.L.R.B.) for a final binding decision.
- 9.3 Subject to the conditions in Clause 9.1 and 9.2 above, and subject to jurisdictional Agreements between the trades, decisions of record, and local area practice, this Agreement covers the unloading, distribution and hoisting of all equipment and piping for plumbing and/or process piping systems that may contain or convey a product under a positive or negative pressure. It further covers the fabrication, installation and handling of all plumbing pipe fitting and industrial process control systems including all hangers and supports. Without limiting the generality of the foregoing, this agreement covers the installation of new piping systems, tanks and related equipment, the maintenance and repair of all piping systems and related equipment, and the removal and/or relocation of all piping systems and related equipment for the purpose of renovation, retrofit, reconstruction, replacement or relocation. Piping systems and related equipment includes, but is not limited to that contained in the following types of work: Water Treatment Plants, Water Pumping Stations, Waste

Disposal Plants, Sewage Treatment Plants, Energy from Waste Projects, Solar Heating Systems, Co-Generation Plants and Non-Utility Generating Stations. Where no work claim dispute exists, the original assignment of the above works shall be to the United Association. The Association, at its discretion, will cooperate with the Union in maintaining the historical jurisdiction of the United Association as may be threatened by other sources attempting to destroy the work opportunities for the Employers and the Union. Refer to Appendix A regarding "Letter of Understanding".

- 9.4 The operator of rented and/or leased mobile hoisting equipment is not covered by this Agreement.
- 9.5 Jurisdictional disputes shall not be used to cause work stoppages.
- 9.6 Where the employer is responsible for the identification of the tagging of valves, instrument panels, and piping, the fixing of such tags and figures shall be performed by members of the United Association.
- 9.7 For on site work where the employer is responsible for, and has control over, non-destructive testing, or sublets such work, this work shall be performed in accordance with an agreement acceptable to the Union.
- 9.8 All on site hole drilling, setting of sleeves and inserts required for the installation of mechanical services under the control of the contractor, shall be performed by members of the United Association.
- 9.9 All handling and installation of radiator covers shall be performed by members of the United Association as per established area practice.
- 9.10 All handling and installation of patient modules and washroom accessories shall be performed by members of the United Association as per established area practice.

ARTICLE 10 – MANAGEMENT RIGHTS

- 10.1 The Council agrees that it is the exclusive right of each Contractor covered by this Agreement:

- 10.2 To manage its business in all respects in accordance with its commitments and responsibilities, including but not limited to the right to manage the jobs, locate, extend, curtail, or cease operations; to determine the number of men/women required, to determine the kinds of and locations of machines, tools, equipment and materials to be used and the schedules of production to be met; and to maintain order, discipline and efficiency.
- 10.3 To hire, discharge, transfer, promote, assign or reassign, demote, lay-off, or discipline employees for just cause.
- 10.4 To introduce new methods and facilities or to change existing methods and facilities.
- 10.5 It is agreed that all the above rights shall not be exercised in a manner inconsistent with express provisions of this Agreement, and shall be subject to the provisions of the Grievance Procedures.

ARTICLE 11 – SUB-CONTRACTING

Recognizing that the Contractor can contract and sub- contract, no Contractor shall directly or indirectly sublet, contract or sub-contract or otherwise transfer to any employee or any other employer not signatory to a U.A. agreement any of the work coming under the jurisdiction of this agreement.

ARTICLE 12 – UNION SECURITY

As condition of employment, an employee must be in good standing with the Union.

ARTICLE 13 – UA BUSINESS REPRESENTATIVE

- 13.1 The UA Business Representative shall be allowed access to all places where Members of the Union are employed. Whenever regulations prevent access to any job, the Contractor or the Contractor's Representative shall assist the Union Representative in applying for and/or obtaining the necessary permission to gain access to the job.
- 13.2 A UA Business Representative when entering a job or shop shall directly notify the Contractor's

Representative. The UA Business Representative shall conform to all Safety and Security Regulations and shall not interfere with the progress of the work.

- 13.3 It is fully understood and agreed that all UA Local Unions shall be responsible for full coverage against loss or injury under the applicable workers compensation legislation for all UA Business Representatives.

ARTICLE 14 – NO STRIKE, NO LOCKOUT

No employee bound by this Agreement shall strike and no employer bound by this Agreement shall lockout such an employee.

ARTICLE 15 – JOINT CONFERENCE BOARD

- 15.1 A Joint Conference Board shall be formed and composed of not less than three (3) persons nominated by the Zone Association and not less than three (3) members nominated by the Union. A quorum for all meetings of the Board shall consist of three (3) nominees of each party. Decisions of the Board shall be made by a majority of votes cast. The Zone Association and the Union shall be entitled, through their respective nominees, to each cast three (3) votes so that each individual member of the Board in attendance at the meeting, representing either the Zone Association or the Union, may cast his/her proportionate share of such three (3) votes.
- 15.2 The Board shall attempt to settle any dispute or grievance arising out of this Agreement between any member of the Local Union and any Contractor of the Zone Association or between the Union and the Zone Association, or between the Zone Association and any Contractor.
- 15.3 Their duties shall be, but not limited to, attempting to settle disputes or grievances prior to arbitration procedures, to investigate and recommend methods to improve trade practices, efficiency, productivity and standards of workmanship within the industry and to constantly work for the improvement of labour relations and the general benefit of the Industry.

- 15.4 The Board shall meet monthly, or as mutually agreed by both parties.
- 15.5 The Board shall meet at the request of either party on receipt four (4) working days notice, or as mutually agreed by both parties.
- 15.6 Any grievance arising between the parties, that constitutes a policy grievance arising out of the Provincial Standard Articles that cannot be settled by the Board shall be referred to the Provincial Joint Board. Both parties agree that any policy grievance filed at the local zone level shall be heard by the local Joint Conference Board. Under no circumstances may either party resolve a policy grievance at the local level that is contrary to the intent of the Provincial Standard Articles. Any policy grievance that is resolved at the local level contrary to the intent of the said articles shall not be binding on any parties other than the two parties that have agreed to a local resolution, and shall not be referred to as a precedent.
- 15.7 All grievances submitted to the Zone Association shall be recorded and forwarded to the Provincial Joint Board within thirty (30) days of submission.

ARTICLE 16 – PROVINCIAL JOINT BOARD

- 16.1 A Provincial Joint Board shall be formed and composed of equal representatives from the Association and the Council.
- 16.2 Decisions of the Provincial Board shall be made by a majority of the votes cast.
- 16.3 The Association and the Council shall be entitled, through their respective nominees, to cast equal numbers of the votes, regardless of the respective numbers of each in attendance at the meetings of the Provincial Board.
- 16.4 The Provincial Board will have as its objects:
- (a) To interpret the intent of the Provincial Agreement.
 - (b) To assist when requested by both parties in resolving all matters that have failed to be settled at the Local Joint Conference Board level.

- (c) The Provincial Joint Board, when hearing such policy grievances under Article 15.6 shall apply and be bound by the provisions of Articles 15, 17, and 18 of the Collective Agreement.
- (d) When Article 16.4 (c) is applied, the words “Union”, “Zone Association” and “Board” in Articles 15, 17 and 18 shall be deleted and the words “Council”, “Association” and “Provincial Joint Board” shall be substituted therefore.

ARTICLE 17 – GRIEVANCE PROCEDURE

17.1 Should any difference arise between any Contractor and any of its employees as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort shall be made to settle such differences without undue delay in the following manner:

STEP 1: The employee having a grievance shall submit the matter to the Contractor's Representative at the job, no later than two (2) regular working days after said difference.

An answer to the grievance shall be given by the Contractor's Representative to the employee within one (1) regular working day. If a satisfactory settlement is not reached within the time limit prescribed the matter shall be referred to Step Two (2).

STEP 2: The job steward shall refer the matter to the Business Representative of the Union who shall meet or confer with the Contractor or his/her designated representative within four (4) regular working days to settle the matter. If a mutual settlement is not reached within four (4) regular working days from the date of the meeting or conference, the matter shall be referred to Step Three (3).

STEP 3: The Union may submit the grievance, within five (5) regular working days, by registered mail, fax, or email.

The written submission shall state the nature of the grievance, any pertinent provisions of this Agreement, and remedy sought. On receipt of such grievance, the Board shall be convened, within four (4) regular working days, to discuss the grievance as submitted in writing to the Board and attempt to reach a settlement between the parties.

In the event a settlement cannot be reached within four (4) regular working days from the date upon which the Board convened, the Union may proceed to arbitration.

- 17.2 Any difference arising directly between the Zone Association or Contractor and the Union, or between the Zone Association and the Contractor, as to interpretation, application, administration or alleged violation of this Agreement, that cannot be resolved by a meeting or conference between the parties involved, shall be submitted by registered mail in writing by either of such parties to the Board within four (4) regular working days of such difference. The written submission shall state the nature of the grievance, any pertinent provisions of this Agreement, and remedy sought.

On receipt of such grievance, the Board shall be convened, within four (4) regular working days, to discuss the grievance as submitted in writing, and attempt to reach a settlement between the parties. In the event a settlement cannot be reached within four (4) regular working days from the date upon which the Board convened, either party may request that the matter be referred to arbitration. Where there is no Board, the difference may proceed directly to arbitration under the provisions set out in Article 18, within fourteen (14) regular working days from the date the grievance arose, but not later. Any time limits stipulated in this Article may be extended by mutual agreement of the parties in writing.

- 17.3 Any grievance submitted by the employee, the Union, the Zone Association or the Contractor, that has not been carried through Article 17, Grievance Procedure

Clauses, and in accordance with the time limits specified, or mutually agreed to, will be deemed to have been settled satisfactorily by the parties of the grievance.

ARTICLE 18 – ARBITRATION

- 18.1 In the event that any difference arising between any Contractor and any of the employees, or any direct difference between the Zone Association, or any Contractor and the Union or between the Zone association and a Contractor, as to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, shall not have been satisfactorily settled by the Board under the provisions of Article 17, Grievance Procedure, hereof, the matter may be referred by the Zone Association, any Contractor or Union to arbitration for the final binding settlement as hereinafter provided, by notice in writing given to the other party within fourteen (14) regular working days from the submission of the matter in writing to the Board.
- 18.2 When either party requests that a dispute be submitted to arbitration as herein before provided, it shall notify the other party in writing, and at the same time, nominate an arbitrator. Within (5) regular working days thereafter, the other party shall nominate an arbitrator.
- 18.3 The two arbitrators so nominated shall attempt to select by agreement, a Chairman of the Arbitration Board. If they are unable to agree upon a Chairman within a period of five (5) regular working days following the date of their appointment, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairman.
- 18.4 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 18.5 No matter may be submitted to arbitration which has not been properly carried through the proper steps of the Grievance Procedure.

- 18.6 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify nor amend any part of this Agreement.
- 18.7 The proceedings of the Arbitration Board shall be expedited by the parties hereto, and the decision of a majority of such Board shall be final and binding upon the parties hereto and the employee or employees concerned. If there is no majority decision, then the decision of the Chairman shall govern.
- 18.8 Each of the parties hereto shall bear the cost of the arbitrator appointed by it, and the parties shall share equally the costs of the Chairman of the Arbitration Board.
- 18.9 For the purpose of applying the provisions of this Article, Saturdays, Sundays and Holidays are excluded.

ARTICLE 19 – GOVERNMENT LEGISLATION

Any Federal, Provincial or Municipal Legislation in effect, or hereinafter enacted, will supersede any relevant clause in this Agreement without nullifying the remainder of this Agreement.

ARTICLE 20 – ONTARIO PIPE TRADES PROMOTION FUND

There shall be a United Association Promotion Fund known as the Ontario Pipe Trades Promotion Fund. The Contractor agrees to deduct from each employee the sum of 26 cents for each hour earned and shall remit same to the Local Union Administrator, who shall forward the amount to the Secretary-Treasurer of the Ontario Pipe Trades Council. Payment for the fund as outlined in this Agreement shall be made in accordance with the Payment of Funds procedures as outlined in each local appendix. It is understood and agreed that this fund is included in, and to be taken from, the total “gross” package offered by the MTBC.

ARTICLE 21 – WELDER’S QUALIFICATIONS AND TESTING

- 21.1 Contractors requesting welders from the Union shall make known the type of welding that is required. The welders requested shall show adequate proof to the Contractor of previous experience, prior to testing, for the type of welding to be performed, or

no remuneration shall be required. Welders tested to procedures other than MCAO Standard Carbon Steel Procedure noted in 21.4 below, shall be paid from the time of hire to completion of test at the regular rate of pay including all applicable benefits.

- 21.2 Welders working under the jurisdiction of the Local Union shall cut and grind their own coupons on black pipe. Alloy coupons may be sent out to be cut by power-saw and shall be returned for grinding by the member working the test.
- 21.3 Each contractor working under the terms of this agreement shall contribute four (.04) cents per hour earned to the MCAO Welding Test Fund (WTF). The Administrator for the local trust funds shall forward these WTF contributions to MCA Ontario. This fund shall be used by MCAO to cover all costs incurred in relation to the MCAO Standard Provincial Welding Procedures Program. All Contractors participating in this program are required to complete the program's "Participant Declaration Form"; and be in receipt of approval from MCAO for participation.
- 21.4 With respect to tests conducted, on welders for qualification to the MCAO Standard Provincial 6010/7018 Carbon Steel Procedure (to specifically identified by MCAO) recognized by the Technical Standards and Safety Authority (TSSA), the following shall apply:
- a) Where available and convenient, such tests will normally be conducted at the Local Union facilities. The Contractor may however, have tests conducted on the jobsite or at the designated Contractor shop.
 - b) Employed welders shall be paid by the Contractor at the regular rate of pay, including all applicable benefits, for the successful completion of a qualification test on the noted MCAO Standard 6010/7018 Carbon Steel Procedure.
 - c) Unemployed welders shall be paid a total of \$160.00 for a qualification test successfully completed on the noted MCAO Standard 6010/7018 Carbon Steel procedure. The welder

will be entitled to receive this pay from the first Contractor that hires the welder. When hired, the welder is to submit written verification to the Contractor (from the Local Union) that such test was conducted while unemployed. The Contractor shall thereafter be reimbursed by MCAO for this payment. The Local Union will make every effort to keep the Tickets of all unemployed welders fully updated with respect to the noted MCAO Standard 6010/7018 Carbon Steel Procedure, where the individual welder has normally been required to work to this procedure by contractors in the past. The number of unemployed welders tested to this carbon steel procedure will be determined by the Local Union based on expected future welder demand; and is subject to future joint review by MCAO and the OPTC.

- d) Costs related to Test Facilities and Materials, in relation to the noted MCAO Standard 6010/7018 Carbon Steel Procedure tests conducted by the Local Union (on both Employed and Unemployed Welders), shall be covered by the Local Union; and reimbursed to the Local Union at \$125.00 per test successfully completed. TSSA Fees for conducting all tests to this Procedure (on both Employed and Unemployed Welders) shall be paid by MCAO directly to the TSSA. When requested by a contractor to supply a CWB welder, the local union will be reimbursed \$125.00 for the CWB successfully completed test by the WTF.
- e) All Welders will normally have their ticket update testing conducted during the month of their birthday; in each year during which an upgrade test is required by the TSSA (ie annually or otherwise).
- f) No Welder shall be dispatched without holding an updated ticket for the specific MCAO Procedure called for by the Contractor.

21.5 This requirement shall not have any effect on established procedures in certain MCA Zones where additional/other standard welding procedures have been established and recognized by the TSSA.

- 21.6 MCAO has the right to cancel this program on ninety days notice.

ARTICLE 22 – FOREMEN

The ratio of Journeymen to Foremen shall be at the discretion of the Employer.

ARTICLE 23 – CANADIAN TRAINING AND INDUSTRY ENHANCEMENT FUNDS

Each Contractor working under the terms of this Agreement shall contribute five (5) cents per hour worked or earned to the Canadian Training Fund; and five (5) cents per hour worked or earned to the Industry Enhancement Fund; and five (5) cents per hour worked or earned to the UA Wellness Program.

It is understood and agreed that said contributions as they relate to hours worked or earned are to be remitted in accordance with the applicable Local Appendices. The Administrator for the local trust funds shall forward said contributions to the Canadian Training Fund, the Industry Enhancement Fund and the UA Wellness Program funds, respectively.

ARTICLE 24 – FABRICATION

- 24.1 All piping machines, whether power or manually operated, which are required to perform piping fabrication work on the job or Contractor's fabrication location, shall be operated by members of the Union. All pipe work installed by the contractor on the job site shall be cut and fabricated by members of the United Association. Contractors who fabricate piping off the job site shall register the fabrication location off site with the Union and shall utilize members of the United Association to perform the work under the terms and conditions of this agreement. The above shall not be deemed to include regular items of self-contained packaged equipment, with associated integral piping normally listed in manufacturers catalogues.
- 24.2 Where the word "shop" is used in this section it shall be defined as a shop under agreement with the United Association or one of its Local Unions in the Province of Ontario.

- 24.3 Contractors who will be fabricating in a shop outside of the Union jurisdiction wherein the fabricated materials are to be installed must comply with the following, prior to commencing fabrication (regular Union label shops need not comply with this requirement): “Notify Business Managers or Business Agents for the Union, in writing, on the company letterhead, where fabricating and where fabricated materials are to be installed”.
- 24.4 Both the Union and employer acknowledge that exceptions may arise where the employer is required to install equipment such as skid mounted vessels, pumps, driers, exchangers, etc. Prior to commencement of this work, where the employer is required to install such components and if the matter cannot be mutually resolved between the employer and the union, it shall be immediately referred to the Provincial Joint Advisory Board for an immediate solution.
- 24.5 Subject to existing jurisdictional agreement between trades, decisions of record, or established area practice, all brackets, hangers and pipe supports that are not specifically itemized and listed in a standard manufacturer’s catalogue, are to be fabricated by members of the Union.
- 24.6 Notwithstanding the above provisions of Article 24, the following will apply with respect to pipe fabrication in Canada, effective May 1, 2010:

Signatory Contractors working under the terms and conditions of Local or Provincial ICI Collective Agreements will have the right to pre-fabricate piping for any comfort heating and cooling in any of their facilities under agreement with the United Association.

In any jurisdiction that has mandated mobility provisions (such as Ontario) in their agreement, the installing Contractor must provide to the local union Business Manager, where the piping is to be installed an accurate assessment of the full-time equivalent of manpower performing the work in their shop and the mobility provisions will be reduced accordingly.

Signatory Contractors working under the terms and conditions of Local or Provincial ICI Collective

Agreements wishing to pre-fabricate plumbing (all sizes) will contact the local union Business Manager, where the plumbing is to be installed, and demonstrate the cost efficiencies for such fabrication and perform a similar assessment of full-time man power equivalencies regarding mobility.

ARTICLE 25 – ICI CONTRACTORS

The United Association and its Affiliated Local Unions agree that its members when working in the ICI Sector shall only work for bonafide mechanical contractors. Said contractors prior to hiring of UA members will be bound by this Agreement between Mechanical Contractors Association of Ontario and the Ontario Pipe Trades Council. The parties to this agreement agree that in the event that employees are supplied to a contractor by the United Association, the Council or any affiliated Local thereof for the purposes of making application for certification, or protecting the union's jurisdiction, no objection shall be made by the Mechanical Contractors Association Ontario.

*Refer to Appendix A regarding original "Letter of Understanding" (which was amended July 4, 1990, as noted in above paragraph)

ARTICLE 26A – MECHANICAL INDUSTRY ADVISORY COMMITTEE

Article 26A.1

There shall be a Mechanical Industry Advisory Committee (MIAC) comprised of equal representation of the parties reflecting the various regions of the Province. This duly authorized Committee shall apply itself and conduct its deliberations and initiatives within a procedure of consensus; and shall be empowered, as part of this agreement, to advance the interests of the Unionized Mechanical Contracting Industry of Ontario within the framework outlined below:

Develop and implement strategies to maintain, regain and expand work opportunities for our Mechanical Contractors and United Association members.

Work with and assist the Local Unions and Mechanical Contractors Zone Associations in all the above and make recommendations on the applicability of the current Collective Agreement and all of its provisions to specific market conditions. These

recommendations shall include, where required, amendments to the various sections of the Agreement.

Article 26A.2

The employers will fund this Committee by a method and at an amount to be determined by the MCAO. Effective May 23, 2010, each Contractor working under the terms of this agreement shall contribute one (1) cent per hour earned, up to five (5) cents if required, to the Mechanical Industry Advisory Committee (MIAC) Fund. The administrator for the local trust funds shall forward said MIAC contributions to MCA Ontario.

Article 26B.1 – LOCAL AMENDMENT BY AGREEMENT

A Local Union and the Local Mechanical Contractors Association, in order to stay competitive in the local geographic area, may amend the terms and conditions of its local appendix. These discussions will be concluded within 10 days. All agreements regarding local appendix changes will be approved, or rejected, by the Mechanical Industry Advisory Committee, or the parties respective Employer/Employee Bargaining Agencies, within a maximum of five (5) working days. It is agreed that in all other aspects, the terms and conditions of the Provincial Agreement shall prevail. Failing agreement, either the Local Mechanical Contractors Association or Local Union may refer the issues to the Provincial MIAC Committee for further discussions towards an agreement to be concluded within 10 days of such referral.

ARTICLE 26C – LOCAL AMENDMENT WHERE NOT ACHIEVED UNDER ARTICLE 26B

Article 26C.1

The MCAO and the OPTC agree to recognize that the only Designated Regional Employer Organization (DREO) applicable to work covered by this Provincial Agreement in the Industrial, Commercial and Institutional sector of the construction industry in the Province of Ontario is MCAO acting on its own behalf or on behalf of a Local MCA Zone Association. The MCAO and OPTC agree that they will jointly oppose any application to the Ministry of Labour by any other group of employers for “Designated Regional Employer Organization (DREO)” status (under the Labour Relations Act, 1995) applicable to work in the Industrial, Commercial and Institutional Sector of Ontario’s construction industry, as covered by this collective agreement.

Article 26 C.2

The MCAO on its own behalf and on behalf of an MCA Zone Association/DREO may apply to a Local Union affiliated with the OPTC to modify the Provincial Agreement in respect of the following only:

The kind of work performed, which could be all work performed in the industrial, commercial and institutional sector under the jurisdiction of the Provincial Agreement or a specified kind of that work.

The Market in which the specified work is performed which will be a specific segment of the ICI sector or a specified market in it.

The location of the work, which could be work performed in all of the Local Union's geographic jurisdiction or a specified portion of it.

Article 26C.3

No application shall be made under clause 26C.2 during the period of 120 days before the Provincial Agreement ceases to operate.

Article 26C.4

Local amendments arising hereunder shall be effective for a specific period of time not to exceed three years following the date on which agreement to the amendments was reached. Refer to the Clause 26E.2 regarding process for termination of such agreements prior to this time frame.

Article 26C.5

No application shall be made under Article 26C.2 or under the Act, unless a local amendment has not been obtained under the provisions of Article 26B.

Article 26 C.6

The application may seek amendments that concern the following matters only:

- 1) Wages, including overtime pay and shift differentials.
- 2) Accommodations and travel allowances
- 3) Requirements respecting the ratio of apprentices to journeymen employed by an Employer, subject to

the Trades Qualification and Apprenticeship Act and Regulations thereto.

- 4) Hours of work and work schedules.

Article 26C.7

The Application shall be in writing and shall include the following:

- 1) The Scope of the application identifying the kind of work covered by the Provincial Agreement, the market in which such work is performed and the location of such work as required by Clause 26C.2
- 2) Any and all evidence and submissions the Applicant MCAO believes to be relevant in determining the question of whether the provisions of the Provincial Agreement render employers bound by the Provincial Agreement at a significant competitive disadvantage with respect to any of the matters referred to in the application.
- 3) Text of amendments applied for concerning the matter listed in Clause 26C.6.

The Application shall constitute the entirety of the Final Offer of the Applicant MCAO.

Article 26C.8

The MCAO shall serve its application on the OPTC and the affected Local Union. The MCAO and the OPTC shall provide notice of the application to all other MCA Zone Associations and Local Unions respectively for information purposes only.

Article 26C.9

The Applicant and the Local Union will have three days to settle the question as to whether there is a competitive disadvantage in light of current market conditions relating to the specified kind of work, the market in which it is performed and the specified portion of the Local Union's geographic jurisdiction and any appropriate Local Amendment(s).

Article 26C.10

If the parties are unable to resolve the existence of competitive disadvantage and/or are unable to agree on the appropriate Local amendment(s), the Local Union and/or the OPTC shall file a response to the application within ten days of receipt

of delivery of the application containing any and all evidence and submissions that the Local Union and/or OPTC believe are relevant to:

- 1) The existence of a competitive disadvantage in light of current market conditions; and/or
- 2) The text of any appropriate amendments and/or the necessity of amendments concerning the items enumerated in Clause 26C.6;

by delivery to the MCAO and the affected MCA Zone Association. The Response shall constitute the entirety of the Final Offer of the OPTC and/or Local Union.

ARTICLE 26D – ARBITRATION

Article 26D.1

The Application will be arbitrated no later than the 14th day following delivery of the application under Clause 26C.2

The Arbitrator must:

- 1) Determine whether there is a competitive disadvantage to contractors bound to the Provincial Agreement with respect to the scope of work defined in the Application having regard to current market conditions; and if so
- 2) Select either the amendment proposed in the Application or those proposed in the Response by the final offer selection process.

The Arbitrator will hold a written hearing and if he or she deems it necessary (or if either party requests same), shall also hold an oral hearing, whether in person, by teleconference, or otherwise; and shall render a decision within 3 days following completion of hearings.

Article 26D.2

- 1) In order to consider the issue of competitive disadvantage, the Arbitrator shall consider all points raised in the application and response.
- 2) The Arbitrator shall determine whether the competitive disadvantage would be removed if the Provincial Agreement were amended in accordance with either of the final offers.

- 3) If the amendment of the Provincial Agreement in accordance with only one of the final offers would remove the competitive disadvantage, the Arbitrator shall select that final offer.
- 4) If amendment of the Provincial Agreement in accordance with neither of the final offers would remove the competitive disadvantage, the Arbitrator shall select the final offer that most reduces the disadvantage.
- 5) If the amendment of the Provincial Agreement in accordance with either of the final offers would remove the competitive disadvantage, the Arbitrator shall select the final offer that would be less of a deviation from the Provincial Agreement.
- 6) Within 30 days of ratification of the 2007/2010 Provincial Agreement, the OPTC and the MCAO will meet to agree on a roster of arbitrators to arbitrate applications for Local Amendments of the Provincial Agreement. The appointment of arbitrators to specific applications for local amendments shall be on a rotating basis. The roster shall consist of three arbitrators. Thereafter, the OPTC and MCAO will meet within 60 days prior to expiry of the current agreement, to renew the roster of arbitrators for the subsequent agreement period. Where mutual agreement cannot be reached on the roster of arbitrators, the chair of the Ontario Labour Relations Board or its successor will be asked to appoint them.
- 7) The parties shall each pay one-half of the costs and expenses of the arbitrator.
- 8) Any disputes regarding whether work falls within the target area of a Local Amendment Arbitration or any other issue dealing with the interpretation, application or alleged violation thereof will be resolved through the grievance procedure under the Provincial Agreement and shall be referred to the final offer selection arbitrator imposing the Local Amendment at issue.

ARTICLE 26E – EFFECTIVE DATES/REVIEW OF LOCAL AMENDMENT

- 1) A Local Amendment Agreement reached under Article 26B or 26C or via Local Amendment Arbitration award under 26D shall be effective for a specific period of time not to

exceed three years following the date reached/awarded respectively.

- 2) A Local Amendment Agreement reached under Article 26B or 26C or via Local Amendment Arbitration award under 26D may be reviewed annually by the Applicant and the affected Local Union (understanding that a request for such review may not be unreasonably objected to by the other party), and such agreement or award, as the case may be, shall cease to operate for all purposes in the event that the Local Union can establish upon agreement with the applicant or before the same arbitrator, that the competitive disadvantage no longer exists in light of subsequent market conditions. Where such agreement or award ceases to operate, any work in progress that has been contracted or tendered shall be performed under the terms of the local amendment, agreement or award.
- 3) There shall be a bar of one year from the date the original application was delivered to the affected Local Union on reapplying for local amendments to the Provincial Agreement, if an application for such amendments is previously made to an affected Local Union. This part shall apply to applications that either include or are substantially the same as the previous application.

ARTICLE 27 – PNEUMATIC CONTROLS

See Appendix 15

ARTICLE 28 – PAY EQUITY

- 28.1 The parties to this agreement agree as of January 1,1990 there are no predominantly female job classes within the bargaining unit, therefore, there are no pay equity adjustments required.
- 28.2 The statement noted in 28.1 is deemed to constitute the pay equity plan for the employer bargaining agency “Association” and the employee bargaining agency “Council”.

ARTICLE 29 – DEEMED ASSIGNMENT OF COMPENSATION

The Trustees of the employee benefit plans to this collective agreement shall promptly notify the Local Union of the failure

by any employer to pay any employee benefit contributions required to be made under this Collective Agreement and which are owed under the said plans in order that the Program Administrator of the Wage Earner Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Regulations of the current Employment Standards Amendment Act (ESA) in relation to the Wage Earner Protection Program.

ARTICLE 30 – CONTINUATION OF BENEFIT COVERAGE

Effective May 14, 1992, the Contractor will contribute \$.03 per hour earned to the Local Union employee benefits plans of this collective agreement to assure continuation of benefit coverage as provided for in the Workers Compensation Act.

ARTICLE 31 – EMPLOYMENT EQUITY

Whenever the wording of the collective agreement and the appendices reference the masculine gender, it should be understood to include the feminine gender. MCAO and the OPTC mutually recognize the need for Employment Equity initiatives. Following joint investigation and consultation, the parties agree to meet to develop an Employment Equity Plan, as required by legislation (or law).

ARTICLE 32 – SPECIAL CONDITION HOURS OF WORK

When work cannot be done during the regular scheduled work hours, such work may be performed at the mutual consent of the Union and the Employer on an afternoon or evening shift.

This special shift will be paid on the basis of applicable shift premiums in each local appendix.

ARTICLE 33 – FLEXIBILITY IN SCHEDULING WORK HOURS (refer to Article 108 in Zone Appendices)

The starting and finishing times of the stipulated regular hours of work may vary on any job site by one (1) hour. The total number of regular hours of work per day shall remain as per the applicable local appendix. Should special circumstances require the further varying of the starting and finishing time, such shall be provided by mutual written agreement of the Business Manager/Business Agent and the employer.

When such a change in the starting and finishing times has been agreed to, shift work shall be adjusted accordingly.

ARTICLE 34 – DE NOVO

Each contractor working under the terms of this agreement shall submit four (4) cents for each hour worked or earned to the administrator for the local trust funds who shall distribute these funds as per the joint De Novo trust agreement to be established by the parties to this agreement. Said funds are to be used for the benefit of United Association members and Association members and their families.

It is understood that the foregoing four (4) cents is comprised of two (2) cents of employer contribution and two (2) cents of employee contribution.

Refer to Appendix A “Letter of Understanding” Re: Ottawa, Renfrew and Cornwall funds direction.

ARTICLE 35 – APPRENTICE WAGES AND BENEFITS

The percentage for the applicable apprenticeship year shall be as established in the local appendices. The percentage will apply to the Journeyman’s hourly rate and Pension contribution rate only. All additional contributions and deductions shall be per the local schedules.

ARTICLE 36 – HIRING AND MOBILITY

Pursuant to section 163.5(7) of the Labour Relations Act, 1995, it is agreed that Employers may not make the election under Section 163.5(1) of the Act, and that the provisions of this Article 36 apply to all Employers and supersede any conflicting local appendices language.

Article 36A - Hiring

1. The Employer must hire through the Local Union Office and no one will be employed unless they are in possession of a Work Referral Slip from the Local Union Office prior to commencing work.
2. All General Foremen and Foremen shall be within the bargaining unit covered by the Provincial Agreement and members of the Union.

3.1. **Applicable only to Windsor (Zone 4), London (Zone 6), Kitchener (Zone 7), Barrie (Zone 10), Toronto (Zone 11)**

The Employer shall be entitled to full (100%) name hire, from the Out-of-Work list of the Local Union where the work is being performed, all employees within the bargaining unit (except Apprentices). Each name-hired employee or member must have been on the Out-of-Work list for two calendar weeks immediately prior to hiring, this does not apply to members who are on the Out-Of-Work list due to normal layoff. The Local Union Business Manager shall have the discretion to waive the two week condition. The provisions of this clause are not intended nor meant to remove higher levels of name hire where already being used, or desired to be used in future, in any particular Zone. With respect to Apprentices, refer to Appendix A "Letter of Understanding" Re: Article 36A.3.1.

3.2. **Applicable to all Zones Except Windsor, London, Kitchener, Barrie, Toronto**

The Employer shall be entitled to name hire up to 50% of the employees within the bargaining unit, excluding foremen, from the Out-of-Work List at the Local Union Office for work on each project. Each name-hired employee/member must have been on the Out-of-Work List for two calendar weeks immediately prior to hiring. The Local Union Business Manager shall have the discretion to permit higher percentages for name hires and to waive the two-week condition. The provisions of this clause are not intended, nor meant, to remove higher levels of name hire where already being used, or desired to be used in future, in any particular Zone.

3.2.1 There shall be no "banking" of name-hired calls so that any Employer not utilizing its full name-hire allowance, shall not be permitted to include the unused portion of such allowance when hiring at a later date.

3.2.2 The process of 50% name-hire shall be implemented by the selection of one tradesperson of the Employer's choice from the Local Union Out- of-Work List followed by one tradesperson referred by the Local Union Office from the Out-of-Work List in accordance with the Local Union Work Referral Rules.

4. Layoff can be in any order, however in all cases of layoff, Local Union members shall be given preference of employment (as per Article 7.7) subject to the mobility percentage provisions in Article 36B.
5. Other hiring provisions existing in the Local Appendices that are not addressed in this Article are to be maintained.
6. Not including orientations, a contractor may request any member on the out of work list with specific qualifications and/or certification(s) over and above the usual trade qualifications.

Article 36B - Mobility

1. Any Employer undertaking mechanical work within the geographic jurisdiction of a Local Union is permitted to transfer into the Local Union geographic jurisdiction only one (1) working foreman to act as the Employer's representative on each job or project. Such foreman shall be a member of the United Association and shall register at the Local Union Office and be issued a Work Referral card prior to commencing work on any project within the Local Union geographic jurisdiction.
2. All employees/members of the United Association transferred into the geographic jurisdiction of a Local Union shall be deemed to be name-hires for the purposes of Article 36A and must be counted in the allowable percentage there under.
3. An Employer undertaking mechanical work within the geographic jurisdiction of a Local Union is permitted to transfer, from outside the geographic jurisdiction of the Local Union having jurisdiction over the job or project, a maximum of 20% of the total bargaining unit employee workforce on each project provided however that the transferred UA members/employees must register at the Local Union Office and be issued a Work Referral Card.
4. Any UA member/employee being transferred into the geographic jurisdiction of another Local Union must have been continuously employed in the bargaining unit under the Provincial Agreement by the Employer for a period not less than two weeks immediately

prior to his/her transfer to the job or project within the geographic jurisdiction of the Local Union having jurisdiction over the job or project, unless a lesser period is agreed in the discretion of the host Local Union. The Employer and the transferred member/employee must be able to verify the duration of employment prior to the transfer through his/her pay stubs and payroll records.

5. An employer performing franchised style, specialty work in another Zone may transfer two employees. These employees are not restricted from such employment by the 20% provision.

ARTICLE 37 – TRAVEL FREE ZONE

- 37.1 A travel Free Zone of a minimum of 25 KM radius from City Hall or existing base reference point in the Zone Appendix, shall apply in all Zones other than Zone 11. Applicable Zone allowance or mileage will be paid from the outside limits of this (or any other Free Zone identified in the Zone appendix) to the job and return to the Free Zone limits.

ARTICLE 39 – HOURS OF WORK

The regular workweek shall be as per the Local Zone Appendix, or when required, may be changed by mutual agreement in writing between the Union and the Employer. These mutually agreed to changes may reflect (40) forty hours per week (five, eight-hour days) Monday to Friday.

ARTICLE 40 – EMPLOYEES FULLY QUALIFIED

- 40.1 The Union shall ensure all employees are fully qualified to their respective journeyman status of apprentice level at time of hiring/dispatch to the contractor; and carry credentials to verify it.
- 40.2 Where mutually agreed, the Union and Zone Association will establish a joint program to ensure all mandatory initial or upgrade safety training called for under the Occupational Health and Safety Act (excluding client specific training). The agreed to training shall be provided regularly to all employees, such that employees are fully qualified in these areas

both at time of hiring/dispatch and over the course of their employment.

ARTICLE 41 – FUNDS REMITTANCE PROCESS PENALTIES

- 41.1 If any Contractor defaults in remitting payments required to be made pursuant to all appendices and wage schedules attached herein, and if such default continues for 10 days thereafter, he/she shall pay to the Funds and or Trustees, as liquidated damages and not as a penalty, an amount equal to 10 % of the arrears for each month or part thereof in which he is in default. Thereafter, interest shall run at the rate of 2 % per month (24% per year compounded monthly) on any unpaid arrears, including liquidated damages.
- 41.2 Effective January 1, 2008 the Employer shall have the option to forward all funds to be remitted to the Administrator, by electronic banking deposit.

ARTICLE 42 – UA STANDARD FOR EXCELLENCE

- 42.1 The Parties to this Collective Agreement embrace the purpose and commit to the intent of the UA “Standard For Excellence” as found in its entirety under 42.4 below.
- 42.2 The Parties to this Collective Agreement agree that matters related to the UA Standard for Excellence, that cannot be resolved on a Local basis, will only be dealt with by the Mechanical Industry Advisory Committee (MIAC).
- 42.3 The Contractor and the Union are advised that on any issue relating to the Standard for Excellence, it is understood and agreed that this Standard for Excellence shall not give rise to, or constitute, a violation of this Agreement.
- 42.4.1 **Member and Local Union Responsibilities:**
To ensure the UA Standard for Excellence platform meets and maintains its goals, the Local Union Business Manager, in partnership with his/her implementation team, including shop stewards and the local membership, shall ensure all members:

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready for work , every day on time (Absenteeism and tardiness will not be tolerated.)
- Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods.)
- Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied to the employer.
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA craftworkers are the most highly trained and sought after workers.
- Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met.
- Be productive and keep inactive time to a minimum.
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards on-time completion of the project in an auspicious manner.
- Respect the customers' property (Waste and property destruction, such as graffiti, will not be tolerated.)
- Respect the UA, the customer client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable.)
- Respect and obey employer and customer rules and policies.

- Follow safe, reasonable and legitimate management directives.

42.4.2 **Employer and Management Responsibilities:**

MCAA/MSCA, PFI, MCPWB, PCA, UAC and NFSA and their signatory contractors have the responsibility to manage their jobs effectively, and such have the following responsibilities under the UA Standard for Excellence.

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journeyworkers and apprentices.
- Provide worker recognition for a job well done.
- Ensure that all necessary tools and equipment are readily available to employees.
- Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner.
- Provide proper storage for contractor and employee tools.
- Provide the necessary leadership and problem-solving skills to jobsite supervision.
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- Encourage employees, but if necessary, be fair and consistent with discipline.
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines.
- Promote and support continued education and training for employees while encouraging career building skills.
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number of employees to

the work at hand, thereby providing the customer with a key performance indicator of the value of the UA Standard for Excellence.

- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project.
- Cooperate and communicate with the job steward.

42.4.3 **Problem Resolution Through the UA Standard for Excellence Policy:**

- Under the UA Standard for Excellence it is understood, that members through the local union, and management through the signatory contractors, have duties and are accountable in achieving successful resolutions.

42.4.3.1 **Member and Local Union Responsibilities:**

The Local Union and the steward will work with members to correct and solve problems related to job performance.

- Job stewards shall be provided with steward training and receive specialized training with regard to the UA Standard for Excellence.
- Regular Meetings will be held where the job steward along with UA supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The job steward shall communicate with the members about issues affecting work progress.
- The Business Manager or his/her delegate will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the UA Standard for Excellence policy.
- The steward and management will attempt to correct such problems with individual members in the work place.
- Individual members not complying with membership responsibility shall be brought before the Local Union Executive Board, which will address

such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The local union's role is to use all available means to correct the compliance problem.

42.4.3.2 **Employer and Management Responsibilities:**

- Regular meetings will be held where the management team and UA supervision will communicate with the job steward regarding job progress, work schedules and other issues affecting the work process.
- Management will address concerns brought forth by the steward or UA supervision in a professional and timely manner.
- A course of action shall be established to allow the job steward and/or UA supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision where the employee is detrimental to the UA Standard for Excellence platform and make a decision regarding his/her further employment.

42.4.3.3 **Additional Jointly Supported Methods of Problem Resolution:**

- In the event an issue is irresolvable at this level, the local or the contactor may call for a contractually established labour management meeting to resolve the issues.
- Weekly job progress meetings should be conducted with job stewards, UA supervision and management.
- The Local or the contractor may involve the customer when their input is prudent in finding a solution.
- Foremen, general foremen, superintendents and other management should be educated and certified as leaders in the UA Standard for Excellence policy.

ARTICLE 43 – CONSTRUCTION OR RENOVATION OF COMMERCIAL & INSTITUTIONAL PROJECTS

- 43.1 The parties agree that this article shall apply only to the new construction or renovation of Commercial and Institutional projects including retail stores either free-standing or located in strip (unenclosed) shopping plazas or centres or institutional projects, where the contract covering the work which is performed under the Provincial Agreement does not require for any such project more than 5000 man-hours by Members of the Local Unions (“the projects”).
- 43.2 Contractors bound by the Provincial Agreement who wish to perform work pursuant to this Article shall notify, in writing, the Business Manager of the affiliated Local Union in whose jurisdiction the project is to be performed not less than 5 days before entering into any contract for performance of work covered by this Article indicating the nature of the work and type/location of project, including declaring in writing that the number of man-hours to complete the work covered by this Article at the project shall not be more than 5000 man-hours in order that the Contractor be entitled to perform work at the project pursuant to this Article.
- 43.3 In the event that a Contractor satisfies the requirements of paragraphs 43.1 and 43.2 hereof, it shall be entitled to perform work covered by the Provincial Agreement at a project under this Article under the following special terms or conditions, namely:
- a) The Contractor shall have, at his/her discretion, the option of working the standard hours of work in the Local Appendices or may implement 8 hours per day at the project, namely on Monday, Tuesday, Wednesday, Thursday and Friday. The hours established at the commencement of the project shall remain for the duration. Start times, lunch periods and breaks shall be as per the applicable Local Union Appendix. All work performed beyond these hours shall be deemed to be overtime.
 - b) All hours worked beyond 8 hours per day Monday to Friday work week and all hours

worked on Saturdays, shall be paid the rate of 1½ times the full rate of pay. Sundays and Statutory holidays listed in the applicable Local Union Zone Appendix to the Provincial Agreement shall be paid at the rate of 2 times the full rate of pay.

- c) The Contractor shall be entitled to mobility rights on projects in each Local Zone for not more than a total of 4 transferees within the same zone at any given time, notwithstanding any provision to the contrary set out in Article 36.B.3 of the master portion of the Provincial Agreement.
- d) The Contractor (in all zones within the Provincial Agreement) shall be entitled to name hire the first one new hiree, (excluding the foreman) for any project that applies under this Article. Additional hiring will be done according to the Local Zone's hiring clause.

ARTICLE 45 – INDUSTRIAL ROPE ACCESS WORK

The following premium payment is “per hour earned,” for all UA personnel working as industrial rope access technicians doing UA scope work, will be as follows:

*IRATA/SPRAT Certifications Effective the latter of May 1, 2019 or upon Ratification

Certified 30% above journeyman basic rate

These premiums will be paid above the Journeypersons rate of pay in each Local where the work is being performed.

*The responsibility of training UA personnel to the IRATA/SPRAT Certification levels is the responsibility of the Union.

APPENDIX 11

ZONE 11, TORONTO

ARTICLE 101 – HIRING

101.1 The Contractor agrees to give preference in employment to Members of the Union having jurisdiction over the area where the work is being performed. Such Member shall have his/her Certificate

of Qualification for the trade required, and shall present to the Contractor, a Work Referral Slip issued to him/her by the Union.

- 101.2 When a Member first reports to work for a Contractor, he/she shall within five (5) regular working days, give the Contractor, or his/her representative, his/her Social Insurance Number and shall receive from the Contractor a Receipt as proof of receiving same no later than with his/her first pay.
- 101.3 A Contractor, who within three (3) regular working days of a request to the Union (Saturday, Sunday and Holidays excluded) does not obtain the number of qualified Members requested, shall notify the Union having jurisdiction over the area by wire that the contractor will obtain Members from other United Association sources if available. If sufficient Members from other United Association sources are not available, the Contractor may obtain "Temporary Employees" from any other source, until such time as the Union Members are available. The Contractor shall, however, notify the Union of the name and address of each such employee.
- 101.4 The Contractor shall be required to maintain a minimum ratio of one journeyman over fifty-five years of age, for every five journeymen in his/her employ. This ratio must be maintained if such journeymen are available.
- 101.5 Refer to Article 36 Re: Standard Provincial Hiring and Mobility provisions which supersede any conflicting provisions in this Article 101.

ARTICLE 102 – SHOW-UP TIME

- 102.1 An employee who reports for work on schedule and is informed that no work is available, shall be paid four (4) hours at his/her applicable rate and all other applicable benefits. He/she may, however, be required to perform other work of his/her trade as directed by the Contractor or his/her representative.
- 102.2 If an employee has started work and the work cannot proceed, the employee so affected shall receive his/her applicable rate of pay for the time spent working

on the job, but no less than four (4) hours pay, and all other applicable benefits. He/she may, however, be required to perform other work of his/her trade as directed by the Contractor or his/her representative.

- 102.3 An employee who, because of failure of the Contractor to inform him/her during working hours, that no work is available or because he/she has been instructed to report by the Contractor or his/her representative, reports for work on schedule and is informed that no work is available shall be entitled to be paid a minimum of four (4) hours at his/her regular rate.

ARTICLE 103 – JOB STEWARDS

- 103.1 Where, in the opinion of the Union, a Job Steward is required, the Business Manager or his/her representative shall make such appointment from among the Contractor's employees who are qualified journeymen and if possible one in possession of an accredited Safety Certificate from the Construction Safety Association of Ontario.
- 103.2 The Union shall notify the Contractor by letter of the name of the Steward or any replacement.
- 103.3 The Steward's first duty is to the work required to be performed by him/her for the Contractor. He/she shall, however, be responsible for administering this Agreement, safeguarding the interests of the Union on the job site and reporting any infraction thereof to the Contractor's foreman and the Union. He/she shall also report all infractions of Government safety regulations to the Foreman on the job and to the Business Representative of the Union. He/she shall be allowed to keep a record of the workers hired, laid off or discharged. The steward shall be permitted to carry out his/her duties during working hours without loss of pay.
- 103.4 The Steward may assist in having injured workers promptly taken care of and when necessary, may accompany them to hospital or home without loss of time.
- 103.5 The Steward shall be the second to the last journeyman employed on the job provided he/she has the trade qualifications to perform the work required.

- 103.6 In the event the Job Steward is not the second to last journeyman to be laid off or transferred, there shall be a prior meeting with the Business Representative of the Union to discuss the matter.
- 103.7 In the event that overtime is required to be worked, the Steward shall be given the first opportunity to work overtime, providing he/she is qualified to perform the work.

ARTICLE 104 – WORK BREAK

- 104.1 A work break not exceeding fifteen (15) minutes may be taken by an employee once in each half of a shift and at commencement of overtime, when time off for a meal is not taken. Employees will not leave their immediate work area during the work break, provided there is adequate protection against adverse conditions.
- 104.2 The Contractor or Foreman shall schedule the work break midway in each half of a shift where practical.
- 104.3 If the work break interferes with the progress of the work, the break may be staggered so that all men/women will not be stopped at the same time.
- 104.4 The work break herein is for the sole purpose as described above and shall not be used to accumulate time off and/or shorten the ordinary hours of labour.
- 104.5 By mutual agreement between the Union and the Employer, where a scheduled ten (10) hour overtime work day is established, the coffee or work breaks may either be three (3) breaks of ten (10) minutes each or two (2) breaks of fifteen (15) minutes each.

ARTICLE 105 – JOB SITE ACCOMMODATION

- 105.1 Adequately heated accommodation shall be provided by the contractor on each project when necessary.

Such accommodation shall be weather proof and shall be kept reasonably clean. A table and sufficient benches or seats, for the employees on the job, shall be provided in the accommodation. Trailerized or portable accommodation shall include tables, benches,

light, heat maintained at minimum 68 degrees F., proper access and egress and shall not be used for material storage.

105.2 Where 8 or more employees are employed on any project of a duration of 60 working days or more, mechanically operated chemical or flush type toilets equipped for heat and light shall be used where such facilities may be reasonably provided for.

105.3 A reasonable supply of potable drinking water shall be kept readily accessible for the use of workers. A clean and sanitary means of drinking the water shall be provided. Chilled water shall be supplied directly from a piping system or from a clean, sealed container having a drain faucet.

ARTICLE 106 – TOOLS

106.1 Local Union 46 (Toronto) employees shall supply their own tape, pliers and level. All other trade tools required for the job will be supplied by the contractor. Employees receiving trade tools from the Employer shall be held responsible for the return of such tools in good condition subject to normal wear and tear.

On lay-off or termination, the employee will be allowed reasonable time to return tools to the employer. Other tools or equipment which are issued to a foreman and are used by one or more employees shall be the responsibility of the employer.

ARTICLE 107 – SERVICE AND REPAIR WORK

107.1 The following overtime rates of pay shall apply for service and repair work:

- a) On a regular day: for the first hour regular rate; and for work in excess of such first hour at time and one-half until midnight and at double time from midnight to 8:00 a.m.
- b) On a Saturday, Sunday or any stipulated statutory holiday as set out in Article 6, at double time, plus one additional hour at straight time for traveling to and from his/her home.

ARTICLE 108 – HOURS OF WORK

- 108.1 The regular hours of work on Monday, Tuesday, Wednesday, Thursday and Friday will be from 6:30 a.m. to 4:00 p.m. with one-half hour for lunch. Subject to agreement of the Union and Management, the Contractor may vary the starting and finishing time on any jobsite by one-half hour. No shift will start earlier than 6:00 a.m. without paying the applicable overtime premium of double time.
- 108.2 The regular work week shall be thirty-six (36) hours per week. The workweek shall be based on four (4) days at nine (9) hours per day Monday to Thursday and/or Tuesday to Friday, or four (4) days at eight (8) hours per day Monday to Thursday and four (4) hours on Friday. All work performed beyond these hours shall be deemed to be overtime.
- 108.3 Refer to Standard Article 33 regarding further flexibility in scheduling work hours; and in an effort to increase/regain market share Standard Article 39 should be enhanced regarding provision for forty-hour work week on mutual agreement.
- 108.4 If a holiday falls on a Monday or a Friday during a normal work week, all employees shall work the remaining four (4) days of that particular week at the regular rate of pay.

ARTICLE 109 – OVERTIME

- 109.1 All hours worked on Saturdays and Sundays and the Statutory Holidays listed in Article 6 when worked shall be paid at the rate of Double Time.
- 109.2 For those Locals working 36 hours per week, {i.e. (4) four (8) eight hour days Monday to Thursday and (4) four hours Friday} Friday afternoon will be paid at (1 1/2) one and one half times the full rate of pay. All overtime beyond the normal hours per day shall be paid at the rate of Double Time with the exception of Article 110-Shift Work and Article 107-Service and Repair Work.

- 109.3 On scheduled overtime work, preference where practical shall be given to the employees regularly employed on the project.
- 109.4 Meals on overtime- When an employee has not been notified the previous day that he/she will be required to work for more than two hours beyond the normal quitting time of the shift, he/she shall be provided with a meal and allowed a half-hour to consume meal without pay at the time directed by the employer. The above noted is not applicable to the first eight hours worked on Saturdays and Sundays.

ARTICLE 110 – SHIFT WORK

- 110.1 If shift work should become necessary in addition to the ordinary hours of work, one (1) full additional shift must be worked in each twenty- four (24) hour period. It is recognized that when conditions allow only night work, the provision of Paragraph 110.6 of this Article shall prevail. Refer to Standard Article 32 regarding special condition hours of work.
- 110.2 Shift work must be worked at least two (2) consecutive workdays. These may be based on consecutive regular workdays, weekends or holidays, providing the applicable weekend and/or holiday premiums are paid.
- If only one (1) day has been worked on a changed shift double time will be paid for that day.
- 110.3 A shift commencing any time after eight a.m. (8:00 a.m.) and before seven p.m. (7:00 p.m.) shall be paid a shift premium of 11% for all regular hours worked (only on Base Rate, Vacation Pay and Zone 11 Allowance).
- 110.4 A shift commencing any time between seven p.m. (7:00 p.m.) and two a.m. (2:00 a.m.) shall be paid a shift premium of 23% for all regular hours worked (only on Base Rate, Vacation Pay and Zone 11 Allowance).
- 110.5 No employee shall work more than one (1) shift in any twenty-four (24) hour period under the conditions of this Article. Overtime hours shall not be considered shift work.

- 110.6 When work cannot be done during the day (there is no other shift established on site) such work may be done as a straight night shift. This shift shall be for work only between the hours of five p.m. (5:00 p.m.) and eight a.m. (8:00 a.m.) but Friday only until one a.m. (1:00 a.m.) on a four (4) eights (8) and a four (4) hour work week and three-thirty a.m. (3:30 a.m.) on a four (4) nine (9) hour day work week. Work done utilizing this shift shall receive 11% shift premium for all regular hours worked.
- 110.7 All time worked on Saturdays, Sundays, or Holidays shall be paid for at the rate of Double Time, except as set out in Article 110.6.
- 110.8 An Employee shall not return to work without an eight (8) hour break in any twenty-four (24) hour period.

ARTICLE 111 – FOREMEN

- 111.1 Job Foreman shall mean: a qualified journeyman who is elevated by his/her employer to layout work and who shall within the terms of this Agreement instruct other members in his/her respective trade. Job foreman shall be paid at 15% over the base rate.
- 111.2 The Employer shall have the exclusive right to appoint a Job Foreman to the Job Foreman's rate at the Employer's sole discretion.
- 111.3 Should any dispute arise on the job over classification of a Job Foreman, members of the Union must remain with the Employer with whom the dispute arose until the Joint Conference Board has dealt with the case and rendered a decision, and in the event of a decision favorable to the employee retroactive wages shall be paid to date of employee's written notice to the Joint Conference Board.

ARTICLE 112 – JOINT TRAINING AND APPRENTICESHIP

- 112.1 To assure the Industry of an adequate supply of properly trained and skilled mechanics, there shall be a Joint Training and Apprenticeship Committee to which the Zone Association and the Union shall each appoint six (6) representatives.

- 112.2 This Committee shall be responsible for:
- (a) an Apprenticeship Program under which the Local Apprenticeship standards shall be administered and also co-ordinated with the quorum except that where, at the request of either chairman of the respective Parties' committees, a special summoned meeting is called.
 - (b) a Journeyman Training Program under which advanced training programs will be administered and co-ordinated for the purpose of enabling journeymen to acquire a full and complete knowledge of the advancement, new techniques and skills in their crafts.
- 112.3 This committee shall meet monthly except during August and December. Six (6) members of the Committee shall constitute a quorum except that where, at the request of either chairman of the respective Parties' committees, a special summoned meeting is called, three (3) representatives of each Party shall constitute a quorum.
- 112.4 At meetings of this Committee no more than three (3) representatives of each of the Parties shall cast a vote and in the event of a tie vote, the matter shall be referred to the Joint Conference Board for settlement.
- 112.5 This Committee shall, on behalf of the Contractors and in complete accordance with the Committee's recommendations, give a tangible award to each plumber-apprentice completing his/her fourth period of apprenticeship and receiving a qualifying mark of 70% or over as established by this committee in the Junior Mechanics Examination conducted under its auspices.
- 112.6 This Committee shall, on behalf of the Contractors, give to each steamfitter apprentice completing his/her fourth period of apprenticeship and receiving a qualifying mark of 70% or over as established by this Committee in the Junior Mechanics examination conducted under its auspices, a tangible award in recognition of his/her attainment. This tangible award shall be of equal value to the Plumbers Tangible Award

and in accordance with the recommendations of the Committee.

- 112.7 The allowable proportion of apprentices to journeymen shall be one (1) apprentice to every three (3) journeymen. Changes to the proportion of apprentices to journeymen may be recommended by the Joint Training and Apprenticeship Committee for a decision of the Joint Conference Board.
- 112.8 All prospective apprentices must have completed at least a grade ten education and must be approved by this Committee and registered with the Union before being employed.
- 112.9 To enable this Committee to fulfill its obligations as related to apprentices only, the Zone Association shall allocate to it the necessary sum of money.
- 112.10 An Apprentice attending Trade School will be considered temporarily laid off and shall return to employment with the Contractor at the completion of his/her Trade School.
- 112.11 The employer shall also provide a completed termination slip provided by the Joint Training and Apprenticeship Committee.
- 112.12 It is agreed that all new applications for apprenticeship shall access the apprenticeship program as a Pre-Apprentice for a maximum period of *900 hours, and upon successful completion of this pre-apprenticeship, can proceed into a fully indentured apprenticeship. The Pre-Apprentice shall carry out all the duties similar to an indentured apprentice, to permit a proper evaluation of his/her suitability to proceed into an indentured apprenticeship. The Pre-Apprentice shall receive the first year Apprentice Base Rate, Vacation Pay, Zone 11 Allowance and health benefits only; as per the Zone 11 Toronto/Local Union 46 Wage Breakdown Schedule (ICI). [*hours to be credited towards apprenticeship]

ARTICLE 113 – INTEGRITY

- 113.1 Both parties to this Agreement agree to co-operate and maintain a high standard of honesty in this

industry. Contractors will report to officials of the Union instances of contravention of the principal of working at plumbing and heating at night or on Saturday, Sunday and Holidays for other than their regular Contractors.

- 113.2 It is understood that this Agreement shall apply to all firms or companies engaged in the specific character of work covered by this Agreement, which may be or hereafter are incorporated by any member of the Zone Association and which are owned or controlled directly or indirectly by them.
- 113.3 A Contractor, when bidding work, will attempt to cover all facets of the Collective Agreement in their pricing.

ARTICLE 114 – EMPLOYEE MEMBER OF COMMITTEE

- 114.1 Where an employee is a member of a recognized Committee and is required to attend to his/her duties in connection with that committee, he/she shall not be subject to penalty or loss of employment other than those hours he/she is absent from his/her job.

ARTICLE 115 – SUPPLEMENTARY AGREEMENTS

- 115.1 Any Mechanical Maintenance or Domestic Agreements to which the Union is a signatory shall be made available to any Contractor member of the Zone Association for signature and coverage if he/she so desires.
- 115.2 Copies of all Collective Agreements to which the Union is a signatory shall be forwarded, upon signing by the Union, to the Zone Association for the information of its members.

ARTICLE 116 – TEMPORARY HEAT

- 116.1 Where the supply of temporary heat is necessary, and the use of the permanent equipment is involved prior to the completion of the general test and acceptance of the system by the Owner or his/her agent, only qualified members of the Union shall be allowed to operate the system.

- 116.2 Where the supply of temporary heat is necessary and the use of temporary equipment is required only qualified members of the Union shall be allowed to unload, fabricate, install and operate the system where a UA/MCA contractor is responsible.

ARTICLE 117 – GENERAL WORK PRACTICE

- 117.1 All piping machines, whether power or manually operated, which are required to perform piping fabrication work on the job, shall be operated by members of the Union.
- 117.2 All brass work to be tinned by members of the Union. All lead work to be fabricated and wiped on the job site or in the Contractor's shop by members of the Union. All lead burning and sheet lead work on the site to be done by members of the Union.
- 117.3 Only certified members of Local Union 46 (Toronto) and apprentices shall handle tools and materials of the trade on the job site.
- 117.4 If the Employer requires an Employee to wear a company uniform or specific clothing, such garments shall be provided by the Employer at no cost to the Employee and shall be produced in a non-flammable material.

ARTICLE 118 – ALTERNATIVE PAYMENT OF WAGES

- 118.1 In addition to Standard Article 5.1, electronic banking deposit of wages is acceptable.

ARTICLE 119 – VOLUNTARY RRSP CONTRIBUTIONS

Those employees wishing to participate in UA Local 46 (Toronto)'s Voluntary RRSP Contribution Plan, will have the employer deduct \$.50 per hour earned (after tax) or adjusted subject to the agreement of both parties to this Agreement, out of the employee's base rate. The RRSP money withheld will be reported on an RRSP Reporting Form listing the contributing employees and their respective contributions. A cheque made out to Sun Life Insurance Company for the total amount of RRSP Contributions from the employees along with the RRSP Reporting Form will be forwarded monthly to the Administrator with the monthly Healthcare and Pension Reporting Form.

The RRSP Reporting form will be sent to the employer by the Administrator.

ARTICLE 120 – TARGET FUND

It has been agreed that a Target Fund be established to provide subsidies to employers bound by this agreement, on projects in the geographic area of Local 46, under certain conditions.

This fund will be administered by UA Local 46 in accordance to procedures agreed upon by the Zone Association.

Any employer desiring to apply for a subsidy from this fund may obtain the details of the procedures to be followed from the Zone Association or UA Local 46.

ARTICLE 121 – WORK READINESS TRAINING (WRT) FUND

The Union and the Contractors want to ensure that all tradespeople arrive to the workplace Work Ready, which for the purpose of the Article is defines as having required safety training mandated by Provincial or Federal legislation.

The Parties wish to establish a joint fund, to be administered by the Union, for the purpose of funding the Work Ready Training (WRT) referred to in the foregoing paragraph. The Union is to be responsible for providing the Work Ready Training provided it is able to perform such training in a timely manner. If it is not possible for the Union to provide such training, the Trustees of the Fund will determine ways to address said training.

Site specific training is not included in this Article.

The Parties agree to establish a The Parties agree to establish a Joint Fund to be administered by the Union for the sole purpose of funding the WRT. An equal number of Trustees who oversee the Fund spending shall be appointed by each Party. The Trustees shall be responsible for reporting to the Parties regarding the Fund spending. The intent and purpose would be to ensure that all UA tradespeople have the required safety training mandated by provincial or federal government legislation.

The training requirements as established by the Trustees shall be paid for by the newly created Fund for safety training as agreed by the Trustees.

In consideration of the foregoing, it is agreed that the fund shall initially begin funding the training for the following:

- WHMIS 2015
- Fall Arrest
- Working at Heights
- Ministry of Labour Safety Awareness Training

To assist in the initial start-up of the Fund, the Parties agree to provide \$100,000 from the Joint Promotion Fund referred to in Schedule O of Appendix 11 of the said Collective Agreement. This money will be repaid to the Joint Promotion Fund once the Fund has funding pursuant to the paragraph below.

Each Signatory Contractor Member of Local 46 shall contribute five (5) cents per hour for each hour earned by the Union Members for the fund. The amount per hour contributed will be reviewed annually by the Trustees of the Fund to determine if more or less contributions are necessary to fund the operation.

The Trustees of the Fund will determine the training to be provided by Local 46. At the present time Fall Arrest, Working at Heights and the Ministry of Labour Safety Awareness Training along with the WHMIS 2015 are to be provided. The WRT shall be organized and delivered by the Union and Union Members will attend the training at no additional cost to the contractor or the Fund.

In the event that specific WRT cannot be provided by the Union in a timely way, an MCAT or MCAB Member may outsource such WRT and get reimbursed from the Trust upon providing proper documentation to support the reimbursement.

SCHEDULES

A - RATES OF PAY

The Base Rates of Pay Shall be:

| Effective Date | Journeyman | Job Foreman |
|-----------------------|-------------------|--------------------|
| May 1, 2019 | \$47.14 | \$54.28 |
| Nov 1, 2019 | \$47.10 | \$54.23 |
| May 1, 2020 | \$48.38 | \$55.70 |
| May 1, 2021 | \$49.68 | \$57.20 |

- Apprentices shall be paid the following percentage of the Journeyman's hourly rate:

| | May 1, 2019 | Nov 1, 2019 | May 1, 2020 | May 1, 2021 |
|----------------------------|----------------|----------------|----------------|----------------|
| First Year Apprentice 40% | \$18.86 | \$18.84 | \$19.35 | \$19.87 |
| Second Year Apprentice 50% | \$23.57 | \$23.55 | \$24.19 | \$24.84 |
| Third Year Apprentice 60% | \$28.28 | \$28.26 | \$29.03 | \$29.81 |
| Fourth Year Apprentice 70% | \$33.00 | \$32.97 | \$33.87 | \$34.78 |
| Fifth Year Apprentice 85% | \$40.07 | \$40.04 | \$41.12 | \$42.23 |

Refer to Standard Article 35 for additional information regarding Apprentice Wages and Benefits.

B - PAY FOR VACATION AND STATUTORY HOLIDAYS

- Pay rates shall be as follows:
 Vacation Pay 5% of the hourly rate
 Statutory Holiday Pay 6% of the hourly rate
 A total of 11% of the rate of pay per hour

See Article 6.4 for payment method.

C - WELFARE CONTRIBUTIONS

- Each Contractor shall contribute to the Union Welfare Plan a sum equal to \$1.65 for each hour's pay earned by each of his/her employees.

Refer to Article 30 for additional contribution related to continuation of benefits.

D - PENSION CONTRIBUTIONS

- Each Contractor shall contribute to the Union Pension Plan a sum equal to \$9.00 for each hour's pay earned by each of his employees.

E - UNION TRAINING FUND

- Each Contractor shall contribute to the Union Training Fund, a sum equal to 51 cents for each hour's pay earned by each of his/her employees. Refer to Standard Article 23 for additional Training Fund.
- This Fund shall be used for the retraining and upgrading of members of the Union and shall be jointly administered by

three representatives appointed by the Zone Association and three representatives appointed by the Union.

F - SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB)

1. Each Contractor shall contribute to the Union Supplementary Unemployment Benefit Plan a sum equal to twenty cents (20 cents) for each hour's pay earned by each of his/her employees.

G - ZONE ASSOCIATION INDUSTRY FUND

1. Each Employer bound by this Agreement shall contribute 40 cents per hour for each hour earned by each employee covered by this Agreement and remit such contributions with the Healthcare Plan, The Pension Plan, The Supplementary Unemployment Benefit Fund, The Training Fund and The Union Dues Promotion Fund Benefit Contributions payable hereunder. Such amounts on receipt shall be immediately paid to the Zone Association as each Employer's contribution for the general purposes of the Zone Association including the Zone Association's costs of negotiating and administering this agreement.
2. The Fund shall be administered by the Board of Directors of the Zone Association.
3. Payments for this Fund shall be as detailed in Schedule L-Date for Contributions and Monthly Reports.
4. Per Letter of Understanding of May 13, 2001, the Zone Association agrees that it will pay UA Local 46 (Toronto) for the collection of this Fund in the amount of 2% of total fees collected per month to a maximum of one thousand (\$1000.00) dollars, commencing May, 2001.

H - UNION FIELD DUES/PROMOTION FUND

1. Each Contractor shall deduct from the wages of each member in their employ, a sum equal to .71 cents for each hours pay earned; .71 cents effective Nov 1, 2019; .73 cents effective May 1, 2020 and .75 cents effective May 1, 2021. Based on 1.5% of (Base Rate + Target Fund). Payment shall be made under the conditions outlined in Schedule L of this agreement.

I - TRAVEL ALLOWANCE

1. Travel throughout Zone 11 is no longer paid on a per km basis; it is covered via each Contractor contributing in Zone 11 Allowance funds for each hour's pay earned by each of his/her employees; \$2.90; effective Nov 1, 2019, \$2.90; effective May 1, 2020 \$2.90; and effective May 1, 2021 \$2.90.
2. Where the employee is required to provide transportation between jobs during a normal working day for travel purposes only he/she shall be reimbursed by the sum of .63 cents per km in addition to his/her hourly rate.

J - BOARD ALLOWANCE

1. An employee required to work on a job outside Metropolitan Toronto and not permitted to return daily shall, in addition to being paid at his/her regular hourly rate, be entitled to:
 - (a) Bus, plane or train fares shall be paid to employees except where equivalent or suitable covered transportation is provided by the employer. The method of transportation will be at the discretion of the employer;
 - (b) If travelling at night by train, fare for a sleeper;
 - (c) Pay at his/her regular hourly rate while travelling up to 9 hours per day;
 - (d) In addition to the above, he/she shall be paid for all properly vouchered board and expenses, and in any case the allowance shall not be less than \$62.08 per day worked.
 - (e) Pay for room and board on any of the stipulated statutory holidays if he/she has worked at least 7 1/2 hours on the working day immediately preceding such holiday and the working day immediately following such holiday;
 - (f) Board for a full day if sent home because of job conditions;
2. The actual cost of transportation to and from such outside job shall be paid to the employee whether he/she returns to Metropolitan Toronto or not;

- (a) every 2 months for jobs within 320 km of Metropolitan Toronto;
 - (b) every 4 months for jobs within 640 km of Metropolitan Toronto;
 - (c) every 6 months for jobs within 960 km of Metropolitan Toronto.
3. An employee who leaves such a job of his/her own volition within 90 days from its commencement may forfeit transportation cost and traveling time pay to Metropolitan Toronto.
 4. To meet the requirements of the Income Tax Act, an employee shall submit signed detailed accounts of his/her room, board and traveling expenses to his/her Contractor and shall retain copies for his/her own use.

K - JOINT ADMINISTRATIVE TRUSTEES

1. The herein noted Union Training Fund shall be administered by the respective Joint Trustees appointed by the Zone Association and the Union in accordance with the Trust Instruments.
2. Trusteeship of the aforesaid Health Benefits Plan, Pension Plan and Supplementary Unemployment Benefit Plan shall be administered by the Union only (per June 30,1990 MCAO/OPTC memorandum of agreement). Union Training Fund shall remain jointly trusted by the Zone Association and the Union.
3. A separate trust instrument with equal representatives from the Zone Association and the Union (three from Zone Association and three from Union) shall be put in place to ensure that the herein noted Alcohol/Drug Abuse Fund is used for the purpose for which it was negotiated. Under no circumstance will the fund or any portion thereof be used for bricks or mortar, but strictly for a rehabilitation program for the members of the union. This will not prevent the funds being incorporated into a Provincial Program, providing such program is structured with the same philosophy and rehabilitation programs.

L - DATE FOR CONTRIBUTIONS AND MONTHLY REPORTS

1. Payments to be made by each of the Contractors towards the De Novo Fund, the Contingency Fund, the Welfare Plan,

The Pension Plan, The Supplementary Unemployment Benefit Fund, The Training Fund, The Zone Association Industry Fund and The Union Dues Promotion Fund shall be made monthly and forwarded by cheque prior to the 20th day of the month following the month for which the contributions are to be made. This will be sent with a list of names of the employees for whom the contributions are being made to the Administrator of the Welfare Plan. The funds generated since the inception of the Alcohol/Drug Abuse Fund, shall be forwarded to the Administrator and held in a separate account.

2. The Administrator shall forthwith forward to the Zone Association the sum comprising the contributions to the Zone Association Industry Fund and to the Trustees the sums comprising the Training Fund and to the Union, the sums comprising the Union Dues Promotion Fund.
3. Forms for the purpose of reporting contributions shall be provided by the Administrator of the Funds and triplicate copies shall be forwarded to the Administrator, one of which will be sent to the Union Office, and one to the Zone Association office.
4. See Article 41-Funds Remittance Process/Penalties.

M- PARKING

Any member who is required to pay parking or in its place takes public transit anywhere within the jurisdiction of Local 46 (Zone 11) shall be reimbursed up to \$15.00/day upon receipts of either parking or public transit use (No boundary lines within Zone 11). If an employee works overtime and further parking costs are incurred then this amount will also be paid.

N - CONTINGENCY FUND

Each Employer shall deduct from the wages of each member in their employ, a sum equal to eight (8) cents per hour for each hour earned.

Payment shall be made under the conditions outlined in schedule L in this agreement.

O - ICI JOINT PROMOTION FUND

There will be a new fund set up known as the Joint Promotion Fund; for the purpose of advertising and promoting both UA

Local 46 (Toronto) and MCAT Contractors: and to assist both parties in reclaiming market share through both internal and external education and marketing.

The decisions on allocations of these funds will be determined by a joint committee consisting of 3 members from Local 46 (Toronto) and 3 members from the MCAT. In order to allocate any money there must be agreement from at least 2 members from each side. The union will contribute one cent per hour earned and the contractor will contribute one cent per hour paid.

APPENDIX 14 – PNEUMATIC CONTROLS

The following terms and conditions shall apply to pneumatic contractors while performing work in the industrial, commercial and institutional sector of the construction industry under this collective agreement.

Article VI - UNION REPRESENTATION AND ACCESS TO JOBS

19. Authorized representatives of the Union shall have access to Jobs where employees covered by this agreement are employed and it shall be the responsibility of the employer to provide the authorized union representatives with such access.
20. Where the employer's workforce, working with a locals' jurisdiction requires a shop steward, steward will be appointed from his work force. The shop steward, provided he has the qualifications to perform the work required, will be the second to last Journeyman laid off. The employer shall be notified in writing of the appointment and the man shall be permitted to perform during working hours, in addition to his regular work, such of his union duties that cannot be performed at other times.

Stewards shall be qualified workmen performing work of their craft, and shall exercise no supervisory function. There shall be no non-working stewards. Provisions of this paragraph and Union rules affecting stewards shall be applied only to those men of whose appointment the employer has received written notification.

Article VII - CREW SIZE

21. The need for, the designation of, and the determination of the number of journeymen, foremen, or general foremen

is solely the responsibility of the Employer. If a condition in a Local Agreement conflicts with this paragraph, the provisions of this Agreement shall prevail.

Where a Journeyman in the bargaining unit is one of a regular established crew at a single location and is required to give instruction and assign work to journeymen and apprentices in construction work, he shall be entitled to a 10% premium.

In construction, the terms and conditions of the local building trades agreement related to foremen, will apply.

Article VIII - SUPPLYING MEN

22. The Union agrees to furnish at all times to the Employer, duly qualified journeymen and apprentices in a sufficient number, as determined by the Employer, as may be necessary to properly execute all work contracted by the Employer.
23. The Employer shall notify the local union to refer competent and skilled journeymen and apprentices as required.
24. In the event the local union is unable to supply the requested number of qualified and competent journeymen, the Employer may request the United Association to furnish such additional employees as it requires, and the United Association agrees to notify its local unions of the availability of work and request the local unions to refer journeymen to the employer.
25. If, upon written request, the local union or the United Association is unable, within forty-eight (48) hours, Saturdays, Sundays, and Holidays excepted, to supply workmen, including workmen with special skills and requirements, the Employer may secure workmen from any source.
26. If a requirement for journeymen, competent and skilled in the work covered by this Agreement exists, and such journeymen cannot be obtained under this Article, the Employer shall be permitted to hire and train men, subject to the provisions of Article IV. It is understood that preference for such employment and training shall

be given to journeymen with previous experience in the plumbing and pipe fitting industry.

27. The Employer agrees to be bound by the hiring provisions of the agreement of the local union having jurisdiction that are not inconsistent with the terms of this Agreement.
28. The Employer shall retain the right to reject any applicant referred by the Union.
29. The Employer may, at its discretion, assign one journeyman and/or one foreman from the area in which the Employer is located to work each job or jobs, within the territorial jurisdiction of another local union in accordance to Article 36. Where this is done they shall be permitted to work without the Employer being required to hire any other employee.
30. When an employee is assigned as set forth above in paragraph 29, he shall work under the following rules:
 1. When wages, overtime, and working conditions differ from those of his home local, the better shall apply.
 2. All the legally negotiated fringe benefit contributions, or deductions under his home local union's agreement, shall be paid only to the Trustees of the Fringe Benefit Funds of his home local union.
 3. He shall be paid for travel in accordance with Article X.
 4. He shall be permitted to work without being required to take out a travel card, working permit, or pay assessment of any kind, unless he is scheduled to work in the territory for a period of at least thirty (30) consecutive work days.
31. Employees referred to jobs shall report to a location designated by the Employer. When requested to stay away from home overnight the Employees shall be reimbursed for meals and lodging at reasonable rates which, when not previously established, will be substantiated by receipts.
- 32.1. Journeymen with specialized skills shall perform any work assigned by the Employer which comes within the coverage of this Agreement, and there shall be no limit on

production by workmen nor restriction on the full use of tools and equipment.

- 32.2. There shall be no standby crew nor feather bedding practice.
33. Selection and employment of apprentices and the administration of the local apprenticeship system shall be governed by the terms and procedure provided in the local agreement of the local union having jurisdiction.
34. The selection of applicants for referral to jobs shall be on a non-discriminatory basis.

Article X - USE OF PERSONAL CARS

36. Employees covered by this Agreement are permitted to use their personal automobiles for transportation from one job to another during the workday and for transporting company tools and material. There will be no discrimination against those who do not wish to use their personal automobiles. The Employer, at his discretion, may supply a vehicle for such purposes.
37. Where an employee is authorized to use his personal automobile as covered in Paragraph 36, he is to be reimbursed for costs of business mileage, which will include operation, maintenance, insurance, etc.
38. Employees operating their vehicles in accordance with sections 36 and 37 will be reimbursed. The rate as of May 12, 2004 will be as per that noted in the Zone Appendices of this Provincial Collective Agreement.

For employees working in the downtown core at a fixed location that does not necessitate regular daily moves, the employer will provide for personal vehicle parking. If such parking facilities are not available, the employer shall reimburse the employee, parking costs as established in the I.C.I. Agreement.

Article XI - PAY DAY

39. Pay day shall be once each week on the fourth working day following the end of the Employer's payroll period, which shall be Saturday at 12:00 midnight, except for extenuating circumstances beyond the control of the Employer. Employees are to be paid, at the option of the Employer,

in cash, negotiable payroll check, or by direct banking deposit to the Employee's account. When employees are laid off, or discharged, they shall be immediately paid all wages due.

40. The Employer will not be required to comply with local union surety bonding requirements during the term of this Agreement.

Article XIV - FABRICATION

44. In order to secure work for employees working at the job site under this Agreement, and in order to protect wages and working conditions of such employees, the Employer shall:
 1. Fabricate all pipe on the job site or in the Employer's local shop.
 2. Do work, coming under this Agreement, on all control centers, panel boards, gauge boards and cabinets on the job site, in the Employer's local shop, or in the Employer's central fabrication shop, wherever it may be located.

APPENDIX 10 – ZONE 10, BARRIE WAGE SCHEDULES

| Effective Dates | May 1/19 | Nov 1/19 | May 1/20 | May 1/21 |
|-----------------------------|--------------|--------------|--------------|--------------|
| Basic Rate | 44.85 | 44.80 | 45.96 | 47.31 |
| Vacation Pay 10% | 4.93 | 4.93 | 5.06 | 5.20 |
| Health Benefits | 1.65 | 1.65 | 1.65 | 1.65 |
| Pension | 8.13 | 8.13 | 8.13 | 8.13 |
| Training | 0.51 | 0.51 | 0.51 | 0.51 |
| WRT | 0.05 | 0.05 | 0.05 | 0.05 |
| National Organizing Fund | 0.10 | 0.10 | 0.10 | 0.10 |
| S.U.B. | 0.20 | 0.20 | 0.20 | 0.20 |
| Article 23 | 0.10 | 0.10 | 0.10 | 0.10 |
| Article 30 (WSIB) | 0.03 | 0.03 | 0.03 | 0.03 |
| O.P.T.P.F. | 0.26 | 0.26 | 0.26 | 0.26 |
| De Novo | 0.04 | 0.04 | 0.04 | 0.04 |
| OCS | 0.01 | 0.01 | 0.01 | 0.01 |
| Union Field Dues | Included | Included | Included | Included |
| Contingency Fund | Included | Included | Included | Included |
| Target Fund | 0.50 | 0.50 | 0.50 | 0.50 |
| Total | 61.37 | 61.37 | 62.66 | 64.15 |
| Zone Association Fund | 0.3955 | 0.3955 | 0.3955 | 0.3955 |
| MIAC/WTF Funds | 0.0565 | 0.0565 | 0.0565 | 0.0565 |
| Total | 61.77 | 61.77 | 63.06 | 64.55 |
| <i>After Tax Deductions</i> | | | | |
| Union Field Dues | 0.68 | 0.68 | 0.70 | 0.72 |
| Contingency Fund | 0.08 | 0.08 | 0.08 | 0.08 |

Local 46 (Barrie) does not have “Ontario Pipe Trades Promotion Fund” or “OCS (Ontario Construction Secretariat) Fund” included in the Base Rate. In this case each Fund is added to the Base Rate for taxing only. The full amount of each fund is deducted and remitted in accordance with the local Appendix. Vacation Pay is calculated only on the specified Base Rate.

Local 46 have included in their Base Rate the “Union Field Dues” and “Contingency Fund”. After the tax the full amount of union field dues and contingency fund is deducted from Base Rate

and remitted in accordance with the local Appendix. The “OCS”, O.P.T.P.F. and Zone 11 Allowance are also taxed.

FOREMAN Plus 10%
 WORK WEEK 37 ½ hours

| Article No. | Title | Schedule | Title |
|-------------|------------------------|----------|---|
| 101 | Hiring | A | Wages |
| 102 | Show-Up Time | B | Vacation & Statutory |
| 103 | Job Steward | C | Welfare Fund |
| 104 | Work Break | D | Pension Fund |
| 105 | Job Site Accommodation | E | Training Fund |
| 106 | Tools | F | Contingency Fund |
| 107 | Emergency Repairs | G | Industry Fund |
| 108 | Hours of Work | H | Union Field Dues and/or Promotion Funds |
| 109 | Overtime | I | Travel Allowance |
| 110 | Shift Work | J | Board Allowance |
| 111 | Foremen | K | Payment of Funds |

| Article No. | Title | Schedule | Title |
|-------------|------------------------------|----------|-------|
| 112 | Apprentices | | |
| 114 | Employee Member of Committee | | |
| 115 | Target Fund | | |
| 116 | Temporary Heat | | |
| 117 | WRT Fund | | |

NOTE: Numbered Articles and/or Schedules that are left blank are for standard reference only and do not apply to this Appendix.

Article 101 – HIRING

- 101.1 The Contractor agrees to give preference in employment to Members of the Union having jurisdiction over the area where work is being performed. Such Member shall have his/her Certificate of Qualification for the trade required, and shall present to the Contractor a Work Referral Slip issued to him/her by the Union.
- 101.2 When a Member first reports to work for a Contractor, he/she shall within five (5) regular working days, give the Contractor, or his/her representative his/her Social Insurance Number; and shall receive from the Contractor a Receipt as proof of receiving same no later than with his/her first pay.

- 101.3 A Contractor, who within three (3) regular working days of a request to the Union (Saturday, Sunday and Holidays excluded) does not obtain the number of qualified Members requested, shall notify the Union having jurisdiction over the area by wire that the Contractor will obtain Members from other United Association sources if available. If sufficient Members from other United Association sources are not available, the Contractor may obtain "Temporary Employees" from any other source, until such time as the Union Members are available. The Contractor shall, however, notify the Union of the name and address of each such employee.
- 101.4 The Contractor shall be required to maintain a minimum ratio of one journeyman over fifty years of age, for every five journeymen in his/her employ. This ratio must be maintained if such journeymen are available.
- 101.5 Refer to Article 36 Re: Standard Provincial Hiring and Mobility provisions – which supersede any conflicting provisions in this Article 101.

Article 102 – SHOW-UP TIME

- 102.1 An employee who reports for work on schedule and is informed that no work is available, shall be paid four (4) hours at their applicable rate and all other applicable benefits. He/she may, however, be required to perform other work of their trade as directed by the Contractor or their representative.
- 102.2 If an employee has started work and the work cannot proceed, the employee so affected shall receive their applicable rate of pay for the time spent working on the job, but no less than four (4) hours pay, and all other applicable benefits. They may, however, be required to perform other work of their trade as directed by the Contractor or their representative.
- 102.3 An employee who, because of failure of the Contractor to inform them during working hours, that no work is available or because they have been instructed to report by the Contractor or their representative, reports for work on schedule and is informed that no

work is available shall be entitled to be paid a minimum of four (4) hours at their regular rate.

Article 103 – JOB STEWARDS

- 103.1 Where, in the opinion of the Union, a Job Steward is required, the Business Manager or their representative shall make such appointment from among the Contractor's employees who are qualified journeymen and if possible one in possession of an accredited Safety Certificate from the Construction Safety Association of Ontario.
- 103.2 The Union shall notify the Contractor by letter of the name of the Steward or any replacement.
- 103.3 The Steward's first duty is to the work required to be performed by him for the Contractor. He shall, however, be responsible for administering this Agreement, safeguarding the interests of the Union on the job site and reporting any infraction thereof to the Contractors' foreman and the Union. He shall also report all infractions of Government safety regulations to the foreman on the job and to the Business Representative of the Union. He shall be allowed to keep a record of the workers hired, laid off or discharged. The steward shall be permitted to carry out his duties during working hours without loss of pay.
- 103.4 The Steward may assist in having injured workmen promptly taken care of and when necessary may accompany them to hospital or home without loss of time.
- 103.5 The Steward shall be the second to the last journeyman employed on the job provided he has the trade qualifications to perform the work required.
- 103.6 In the event the Job Steward is not the second to last journeyman to be laid off or transferred, there shall be a prior meeting with the Business Representative of the Union to discuss the matter.
- 103.7 In the event that overtime is required to be worked, the Steward shall be given the first opportunity to work overtime, providing he is qualified to perform the work.

Article 104 – WORK BREAK

- 104.1 A work break not exceeding fifteen (15) minutes may be taken by an employee once in each half of a shift and at commencement of overtime, when time off for a meal is not taken. Employees will not leave their immediate work area during the work break, provided there is adequate protection against adverse conditions.
- 104.2 The Contractor or Foreman shall schedule the work break midway in each half of a shift where practical.
- 104.3 If the work break interferes with the progress of the work, the break may be staggered so that all workers will not be stopped at the same time.
- 104.4 The work break herein is for the sole purpose as described above and shall not be used to accumulate time off and/or shorten the ordinary hours of labour.
- 104.5 By mutual agreement between the Union and the Employer, where a scheduled ten (10) hour overtime work day is established, the coffee or work breaks may either be three (3) breaks of ten (10) minutes each or two (2) breaks of fifteen (15) minutes each.

Article 105 – JOB SITE ACCOMMODATION

- 105.1 Adequately heated accommodation shall be provided by the Contractor on each project when necessary.
- 105.2 Such accommodation shall be weather proof and shall be kept reasonably clean. A table and sufficient benches or seats, for the employees on the job, shall be provided in the accommodation. Trailerized or portable accommodation shall include tables, benches, light, heat maintained at minimum 68 degrees F., proper access and egress and shall not be used for material storage.
- 105.3 Where 8 or more employees are employed on any project of a duration of 60 working days or more, mechanically operated chemical or flush type toilets equipped for heat and light shall be used where such facilities may be reasonably provided for.

- 105.4 A reasonable supply of potable drinking water shall be kept readily accessible for the use of workers. A clean and sanitary means of drinking the water shall be provided. Chilled water shall be supplied directly from a piping system or from a clean, sealed container having a drain faucet.

Article 106 – TOOLS

- 106.1 The following tools shall be supplied by each Journeyman Plumber:
- One Tube Cutter
 - One Hacksaw
 - One 10" Pipe Wrench
 - One 11/4 lb. Hammer
 - One 14" Pipe Wrench
 - One Screwdriver Set
 - One Basin Wrench
 - One Pair of Snips
 - One Pair 8" Pliers
 - One Torpedo Level
 - One 10' Tape
- 106.2 Each Journeyman Steamfitter shall supply:
- One Hammer
 - One Screwdriver Set
 - One Torpedo Level
 - One Pair 8" Pliers
 - One 14" Pipe Wrench
 - One 10' Tape
 - One 10" Crescent Wrench
 - One 10" Pipe Wrench
- 106.3 The Contractor shall supply all remaining tools and equipment required for the proper installation of all work to be performed.
- 106.4 The employee must accept responsibility for the tools supplied by the Contractor. Employees must report the breakage or loss of such tools immediately on duplicate forms to be supplied by the Contractor. Employees willfully misusing, losing, or having stolen, same tools, shall pay for same, but only if the loss or theft occurred as a result of the employees' negligence.

- 106.5 The Contractor agrees to provide adequate protection and storage for all tools issued and accepts responsibility for normal wear and tear on return of broken or worn tools. Tools shall be kept in good condition at all times.
- 106.6 All tools willfully damaged by the employee shall be paid for by the employee, provided a tool voucher is signed by him and he is permitted to be present when tools are checked off at termination of employment, and also, provided he be equipped, by the Contractor, with a suitable tool box with hasp and lock.

Article 107 – SERVICE & REPAIR WORK

- 107.1 The following overtime rates of pay shall apply for service and repair work:

On a regular day: for the first hour regular rate; and for work in excess of such first hour at time and one-half until midnight and at double time from midnight to 8:00 a.m.

On a Saturday, Sunday or any day stipulated statutory holiday as set out in Article 6, at double time, plus one additional hour at straight time for travelling to and from his home.

Article 108 – HOURS OF WORK

- 108.1 The regular work week shall consist of thirty-seven and one half hours (37 1/2), from Monday to Friday inclusive, and the regular work day shall comprise of eight (8) hours work between 8:00 a.m. and 4:30 p.m. Monday to Thursday, and five and one half (5 1/2) hours, 8:00 a.m. to 2:00 p.m. Friday. Subject to agreement of the union and management the contractor may vary the starting time on any job site by one and one-half-hour (1 ½). No shift will start earlier than 6:30 a.m. without paying the applicable overtime premium of double time.
- 108.2 Where a holiday shall occur in any one week, as provided for in Article 6 hereof if the holiday falls on a Friday the regular work week shall, in that week be (32) thirty-two hours. If the holiday falls on Monday to

Thursday inclusive the regular work week in that week shall be (29 1/2) twenty-nine and one half hours.

- 108.3 Refer to Standard Article 33 regarding further flexibility in scheduling work hours; and Standard Article 39 regarding provision for forty-hour work week on mutual agreement.

Article 109 – OVERTIME

- 109.1 All hours worked on Saturdays and Sundays and the Statutory Holidays listed in Article 6 when worked shall be paid at the rate of Double Time.
- 109.2 All work performed beyond the regular work day or the regular work week shall comprise overtime, and all overtime work shall be paid for at the rate of Double Time.

Article 110 – SHIFT WORK

- 110.1 In the event of it becoming necessary to work nights only, or shift work on any job, this will be permitted, and shall commence at the close of the regular working day, and shall be paid at the rate of eight (8) hours' time for seven (7) hours work, for a shift commencing before midnight, and at the rate of eight (8) hours' time for six (6) hours work for a shift commencing after midnight. No workman shall be allowed to work two (2) continuous shifts, or part of a second shift, in any one calendar day under this rule. Refer to Standard Article 32 regarding special condition hours of work.
- 110.2 Shift work must be worked at least two (2) consecutive work days. These may be based on consecutive regular workdays, weekends or holidays, providing the applicable weekend and/or holiday premiums are paid.
- If only one (1) day has been worked on a changed shift double time will be paid for that day.
- 110.3 For unscheduled overtime (member not notified the previous day), the employer will provide a hot meal or a paid one half (1/2) hour break at straight time. This applies only when an employee is to work more than three hours beyond regular working hours.

- 110.4 In the event of it becoming necessary to work shift work during hours as described in 110.1 on weekends or statutory holidays, the following will apply.
- a) Evening shift hours paid at double time, plus 1 hour pay for shift premium at straight time.
 - b) Midnight shift hours paid at double time, plus 1 hour pay for shift premium at straight time.
- 110.5 No employee shall work more than one (1) shift in any twenty-four (24) hour period under the conditions of this Article. Overtime hours shall not be considered shift work.
- 110.6 All time worked on Saturdays, Sundays, or Holidays shall be paid for at the rate of Double Time.
- 110.7 An Employee shall not return to work without an eight (8) hour break in any twenty-four (24) hour period.

Article 111 – FOREMEN

- 111.1 Journeymen in charge of work where a number of Journeymen are employed shall receive the additional remuneration of ten percent (10%) of the Journeyman's base wage rate. The percentage shown shall be added to the base rate per hour. The employers will give preference to Local 46 members when appointing a Foreman.
- 111.2 The employer shall have the exclusive right to appoint a Job Foreman to the Job Foreman's rate at the Employer's sole discretion.
- 111.3 Should any dispute arise on the job over classification of a Job Foreman, members of the Union must remain with the Employer with whom the dispute arose until the Joint Conference Board has dealt with the case and rendered a decision, and in the event of a decision favorable to the employee retroactive wages shall be paid to date of employee's written notice to the Joint Conference Board.

Article 112 – APPRENTICES

- 112.1 The Contractor and the Union agree to fully support and implement the provisions and intent of the Ontario

Apprenticeship and Tradesmen's Qualification Act, and to be governed by all terms of the Act as in effect or as amended.

- 112.2 All Apprentices shall work under the direct supervision of a Journeyman.
- 112.3 There shall be a Joint Training and Apprenticeship Committee composed of equal representation of both Contractors and Union. All Apprentices shall be indentured through the Joint Board within ninety (90) days.
- 112.4 All Apprentices on all jobs are to be registered with the Union, and all Apprentices are to be hired from the Union in conjunction with the Joint Board.
- 112.5 The allowable proportion of apprentices to journeymen shall be one (1) apprentice to every three (3) journeymen.

Article 113 – INTEGRITY

- 113.1 Both parties to this Agreement agree to co-operate and maintain a high standard of honesty in this industry. Contractors will report to officials of the Union instances of contravention of the principal of working at plumbing and heating at night or on Saturday, Sunday and Holidays for other than their regular Contractors.
- 113.2 It is understood that this Agreement shall apply to all firms or companies engaged in the specific character of work covered by this Agreement, which may be or hereafter are incorporated by any member of the Zone Association and which are owned or controlled directly or indirectly by them.
- 113.3 A Contractor, when bidding work, will attempt to cover all facets of the Collective Agreement in their pricing.

Article 114 – EMPLOYEE MEMBER OF COMMITTEE

- 114.1 Where an employee is a member of a recognized Committee and is required to attend to his/her duties in connection with that committee, he/she shall not be

subject to penalty or loss of employment other than those hours he/she is absent from their job.

Article 116 – TEMPORARY HEAT

- 116.1 Where the supply of temporary heat is necessary, and the permanent equipment is involved prior to the completion of the general test and acceptance of the system by the Owner or his agent, only qualified members of the Union shall be allowed to operate the system.
- 116.2 Where the supply of temporary heat is necessary and the use of temporary equipment is required only qualified members of the Union shall be allowed to unload, fabricate, install and operate the system where a UA/MCA contractor is responsible.

Article 117 – GENERAL WORK PRACTICE

- 117.1 All piping machines, whether power or manually operated, which are required to perform piping fabrication work on the job, shall be operated by members of the Union.
- 117.2 All brass work to be tinned by members of the Union. All lead work to be fabricated and wiped on the job site or in the Contractor's shop by members of the Union. All lead burning and sheet lead work on the site to be done by members of the Union.
- 117.3 Only certified members of Local Union 46 and apprentices shall handle tools and materials of the trade on the job site.
- 117.4 If the Employer requires an Employee to wear a company uniform or specific clothing, such garments shall be provided by the Employer at no cost to the Employee and shall be produced in a non-flammable material.

Article 118 – ALTERNATIVE PAYMENT OF WAGES/ VOLUNTARY RRSP CONTRIBUTIONS

- 118.1 In addition to Standard Article 5.1, electronic banking deposit of wages is acceptable.

Article 120 – TARGET FUND

It has been agreed that a Target Fund be established to provide subsidies to employers bound by this agreement, on projects in the geographic area of Local 46, under certain conditions.

This fund will be administered by UA Local 46 in accordance to procedures agreed upon by the Zone Association.

Any employer desiring to apply for a subsidy from this fund may obtain the details of the procedure to be followed from the Zone Association or UA Local 46.

Article 121 – WORK READINESS TRAINING (WRT) FUND

The Union and the Contractors want to ensure that all tradespeople arrive to the workplace Work Ready, which for the purpose of the Article is defined as having required safety training mandated by Provincial or Federal legislation.

The Parties wish to establish a joint fund, to be administered by the Union, for the purpose of funding the Work Ready Training (WRT) referred to in the foregoing paragraph.

The Union is to be responsible for providing the Work Ready Training provided it is able to perform such training in a timely manner. If it is not possible for the Union to provide such training, the Trustees of the Fund will determine ways to address said training.

Site specific training is not included in this Article.

The Parties agree to establish a Joint Fund to be administered by the Union for the sole purpose of funding the WRT. An equal number of Trustees who oversee the Fund spending shall be appointed by each Party. The Trustees shall be responsible for reporting to the Parties regarding the Fund spending. The intent and purpose would be to ensure that all UA tradespeople have the required safety training mandated by provincial or federal government legislation.

The training requirements as established by the Trustees shall be paid for by the newly created Fund for safety training as agreed by the Trustees.

In consideration of the foregoing, it is agreed that the fund shall initially begin funding the training for the following:

- WHMIS 2015
- Fall Arrest
- Working at Heights
- Ministry of Labour Safety Awareness Training

To assist in the initial start-up of the Fund, the Parties agree to provide \$100,000 from the Joint Promotion Fund referred to in Schedule O of Appendix 11 of the said Collective Agreement. This money will be repaid to the Joint Promotion Fund once the Fund has funding pursuant to the paragraph below.

Each member of the Contractors (MCAT and MCAB) shall contribute five (5) cents per hour for each hour earned by the Union Members employed by the MCAT and MCAB Members for funding. The amount per hour contributed will be reviewed annually by the Trustees of the Fund to determine if more or less contributions are necessary to fund the operation.

The Trustees of the Fund will determine the training to be provided by Local 46. At the present time Fall Arrest, Working at Heights and the Ministry of Labour Safety Awareness Training along with the WHMIS 2015 are to be provided. The WRT shall be organized and delivered by the Union and Union Members will attend the training at no additional cost to the contractor or the Fund.

In the event that specific WRT cannot be provided by the Union in a timely way, an MCAT or MCAB Member may outsource such WRT and get reimbursed from the Trust upon providing proper documentation to support the reimbursement.

SCHEDULES

A) Wages

- 1) The minimum hourly rate for the journeymen during the term of this Agreement shall be:

| | |
|--------------------|------------------|
| Effective May 1/19 | \$44.85 per hour |
| Effective May 1/20 | \$45.96 per hour |
| Effective May 1/21 | \$47.31 per hour |

Note: Local 46 does not have "Ontario Pipe Trades Promotion Fund" or "OCS (Ontario Construction Secretariat) Fund" included in the Base Rate. In this

case each Fund is added to the Base Rate for taxing only. The full amount of each fund is deducted and remitted in accordance with the local Appendix. Vacation Pay is calculated only on the specified Base Rate.

Local 46 have included in their Base Rate the “Union Field Dues” and “Contingency Fund”. After the tax the full amount of union field dues and contingency fund is deducted from Base Rate and remitted in accordance with the local Appendix. The “OCS”, O.P.T.P.F. and Zone 11 Allowance are also taxed.

The new basic rates may change as payments to Health and Welfare or Pension rates change.

In addition to the minimum hourly rate aforesaid a foreman shall be paid a minimum hourly premium of 10% of a Journeyman’s basic wage rate. The Vacation Pay for a foreman shall be based upon his total wage including the premium, but not **including Welfare, Pension or other fringe payments that may** be in effect.

There shall be only one (1) rate of wages paid on every job for each category.

- 2) Apprentices shall be paid the following percentage of the Journeymen’s hourly rate:

| | | Effective May 1/19 | Effective May 1/20 | Effective May 1/21 |
|----------------------------|-----|-------------------------------|-------------------------------|-------------------------------|
| 1st Year | 40% | \$17.94 | \$18.38 | \$18.92 |
| 2nd Year | 50% | \$22.43 | \$22.98 | \$23.66 |
| 3rd Year | 60% | \$26.91 | \$27.58 | \$28.39 |
| 4th Year | 70% | \$31.40 | \$32.17 | \$33.12 |
| 5th Year | 80% | \$35.88 | \$36.77 | \$37.85 |

Refer to Standard Article 35 for additional information regarding Apprentice Wages and Benefits.

B) Pay For Vacation and Statutory Holidays

Pay rates shall be as follows:

- 1) Vacation Pay is 5% percent of the hourly rate.

- 2) Statutory Holiday pay is 6% of the hourly rate. A total of 11% of the rate of pay per hour. See Article 6.4 for payment method.

C) Contributions

Each Contractor shall contribute to the Union Welfare Plan, a sum equal to \$1.65 for each hour's pay earned by each of their employees.

Refer to Article 30 for additional contribution related to continuation of benefits.

D) Pension

Each Contractor shall contribute to the Trustees of Local 599 Trust Fund, pension payments in the amounts of the following and on the dates as established:

Effective May 1, 2019 \$8.13 per hour

E) Union Training Fund

1. Each Contractor shall contribute to the Union Training Fund, a sum equal to 51 cents for each hour's pay earned by each of their employees. Refer to Standard Article 23 for additional Training Fund.
2. This Fund shall be used for the retraining and upgrading of members of the Union and shall be jointly administered by three representatives appointed by the Zone Association and three representatives appointed by the Union.

F) Supplementary Unemployment Benefit

1. Each Contractor shall contribute to the Union Supplementary Unemployment Benefit Plan a sum equal to twenty cents (20 cents) for each hour's pay earned by each of his/her employees.

G) Zone Association Industry Fund

In addition to Welfare, Pension and Promotion Fund payments, each employer of members of U.A. Local 46 shall contribute 35 cents per hour (which includes 1 cent OCS) for each hour earned by each employee covered by this Agreement and remit with the report and payment of Welfare, Pension and Promotion Funds to the Administrator monthly.

Such amounts on receipt shall immediately be paid to the Zone Association as each Employers contribution for the general purposes of the Zone Association including the costs of negotiating and administering this Agreement.

This Fund shall be administered by the MCA Zone 10-Barrie-Ontario.

H) Union Field Dues And/Or Promotion Fund

Each Contractor shall remit to the Trustees of the Plumbers Local 46 Trust Fund the sum stated below for union promotional purposes.

| | |
|-----------------------|---------------------------|
| Effective May 1, 2019 | .68 cents per hour earned |
| Effective May 1, 2020 | .70 cents per hour earned |
| Effective May 1, 2021 | .72 cents per hour earned |

Based on 1.5% of (Base Rate + Target Fund). Payment shall be listed under the conditions outline in Schedule K of this agreement.

I) Travel Allowance

A free travel zone of 30.4 km radius shall be established from the Barrie City Hall. Mileage beyond the free zone shall be paid at the rate of 60 cents per km; 61 cents effective May 1, 2014; 62 cents effective May 1, 2015 to job or shop location and return to the free zone area, up to a maximum of \$81.65 per day worked; \$83.01 effective May 1, 2014; \$84.37 effective May 1, 2015 when company transportation is not supplied. In going to work, outside the established 30.4 km zone and returning daily the workman shall be on the job at the regular starting time and work a full regular work shift. When an employee is transferred between jobs during working hours and providing his own transportation, he shall be, reimbursed by the sum of 60 cents per km; 61 cents effective May 1, 2014; 62 cents effective May 1, 2015 in addition to his hourly rate.

Any work on schools within the borders of Zone 10 will be exempt from the Travel Allowance.

J) Board Allowance

In the event that the mileage which is traveled by an employee would render the employer liable to pay the employee an amount in excess of \$69.83 per day; \$71.18 effective May 1, 2014; \$72.58 effective May 1, 2015; the

employer may require the employee to accept the sum of \$69.83 per day; \$71.18 effective May 1, 2014; \$72.58 effective May 1, 2015 in full satisfaction of the mileage allowance provided for in the Travel Allowance (Schedule-I) for room and board at the option of the employee.

K) Payment of Funds

NOTE: The above payments are per hour for each hour for which an employee is entitled to be paid.

The said sums so remitted shall be applied in such a manner as the Union may in their sole discretion determine. The Employer shall remit such sums together with a report, on a form to be supplied by the Union, showing the names and Social Insurance Numbers of the Employees for whom contributions are made and the amount of such contributions and such payments shall be remitted so that they shall be received together with the report on or before the 15th day of the month next following the month in which monies were earned. Notwithstanding the foregoing the Union may direct that the said Welfare payments be paid to person, corporation or fund other than the above and Employer will so pay.

See Article 41- Funds Remittance Process/Penalties.

L) Date For Contributions And Monthly Reports

1. Payments to be made by each of the Contractors towards the De Novo Fund, the Contingency Fund, the Welfare Plan, The Pension Plan, The Supplementary Unemployment Benefit Fund, The Training Fund, The Zone Association Industry Fund and The Union Dues Promotion Fund shall be made monthly and forwarded by cheque prior to the 20th day of the month following the month for which the contributions are to be made. This will be sent with a list of names of the employees for whom the contributions are being made to the Administrator of the Welfare Plan. The funds generated since the inception of the Alcohol/Drug Abuse Fund, shall be forwarded to the Administrator and held in a separate account.
2. The Administrator shall forthwith forward to the Zone Association the sum comprising the contributions to the Zone Association Industry Fund and to the

Trustees the sums comprising the Training Fund and to the Union, the sums comprising the Union Dues Promotion Fund.

3. Forms for the purpose of reporting contributions shall be provided by the Administrator of the Funds and triplicate copies shall be forwarded to the Administrator, one of which will be sent to the Union Office, and one to the Zone Association office.
4. See Article 41 – Funds Remittance Process/Penalties.

N) Contingency Fund

Each Employer shall deduct from the wages of each member in their employ, a sum equal to eight (.08) cents per hour for each hour earned.

Payment shall be made under the conditions outlined in schedule L in this agreement.

O) ICI Joint Promotion Fund

There will be a new fund set up known as the Joint Promotion Fund; for the purpose of advertising and promoting both UA Local 46 (Toronto) and MCAB Contractors; and to assist both parties in reclaiming market share through both internal and external education and marketing.

The decisions on allocations of these funds will be determined by a joint committee consisting of 2 members from UA Local 46 and 2 members from the MCAB. In order to allocate any money, there must be agreement from at least 2 members from each side. The union will contribute one cent per hour earned and the contractor will contribute one cent per hour paid.

APPENDIX A

**LETTER OF UNDERSTANDING
RE: ARTICLE 24**

It is recognized and understood that certain installations dictate a special requirement for prefabrication of piping 2" and smaller.

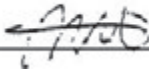
Generally this situation occurs for special process of welding, bending or joining of piping that is non-standard, and requires specialty skills, a controlled environment or special welding procedures.

The union agrees to install such piping that may be prefabricated outside of its geographic jurisdiction in the province of Ontario, provided that the prefabrication is done in a U.A. Shop with a U.A. License Agreement or by the Contractor at his shop under the Terms and Conditions of this Agreement.

Dated and signed November 29, 1982

for
Mechanical Contractors
Association Ontario

for
Ontario Pipe Trades
Council





APPENDIX A

**LETTER OF UNDERSTANDING
RE: ARTICLE 24**



1. Subject to paragraph 2, article 24.1 applies only to actual off-site fabrication work performed by members of the Union and is wholly inapplicable to any and all other employees in the Contractor's fabrication facility.
2. Article 24.1 does not apply to contractors bound to and when governed by the National Pipe Fabrication Agreement (Union label Agreement) which will apply notwithstanding Article 24.1.


Dated and signed May 29, 1995

on behalf of
Mechanical Contractors
Association Ontario

on behalf of
Ontario Pipe Trades
Council







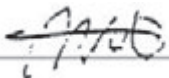
**LETTER OF UNDERSTANDING
RE: ARTICLE 25**

The parties agree that in the event that employees are supplied to a contractor by the United Association, the Council or any or any affiliated local thereof for purposes of making application for certification, no objection shall be made by the Mechanical Contractors Association Ontario.

Dated at Toronto this 28th day of November, 1982

for
Mechanical Contractors
Association Ontario

for
Ontario Pipe Trades
Council





**LETTER OF UNDERSTANDING
RE: ARTICLE 9.3**

The word "maintenance" in Article 9.3, is not meant to replace or substitute maintenance Agreements between a Local Union and a Contractor or General Presidents agreements.

This new Article is not to affect any work in progress.

Per Memorandum of Agreement signed by MCAO and OPTC on May 11th, 1992.


**LETTER OF UNDERSTANDING
RE: TRUSTEE STRUCTURE**


A number of local appendices reference the composition of local trust funds for Pension, Health and Welfare, S.U.B. and Vacation Pay. It is agreed that in the event of a restructuring of said trust funds, the procedure as outlined in the document of May 18, 1995 shall be applied.


Dated and signed May 29, 1995


on behalf of
Mechanical Contractors
Association Ontario

on behalf of
Ontario Pipe Trades
Council









TRUSTEE STRUCTURE DOCUMENT AGREED TO MAY 18, 1995


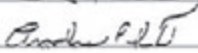
Notwithstanding the provisions of the various Local Union appendices which reference the composition of Union and Management representation on Boards of Trustees for the Pension, Health and Welfare, S.U.B. and Vacation Pay Trust Funds, the following procedure will be accepted by the parties to this Agreement:

1. All Boards of Trustees of Pension, Health and Welfare, S.U.B. and Vacation Pay Trust Funds which currently include management representatives may, in accordance with paragraph 2 below, be restructured such that management representatives no longer sit on any such Board. All costs related to this restructuring, legal or otherwise, shall be the sole responsibility of the initiating party.
2. Management representatives on such Boards of Trustees as noted in paragraph 1 above can be permanently removed so that any such Board consists solely of employee representatives, following a secret ballot vote requested by either party and jointly overseen provided that 70% of the plan participants attending the vote approve such an amendment.
3. The initiating party may request a vote during the term of the agreement by serving such request in writing on its counterpart, with copies to the employee and employer bargaining agencies.
4. Following the request of a vote pursuant to paragraph 3 above, the Trustees of the affected Board(s) shall jointly and in good faith make arrangements for a secret ballot vote which must occur no earlier than January 31, 1996.
5. Only members of the local Union who are participants in the plan will be eligible to vote.
6. Upon a determination that 70% or more of the plan participants have approved of such a restructuring in accordance with paragraph 2 above, then effective within the necessary time required from the date of the vote:
 - a) all parties to the applicable trust agreement will be obligated to make the necessary amendments to remove the management representatives; and

- b) the applicable Zone Appendix of the collective agreement is to be amended to reflect the same.

Dated and signed May 29, 1995

on behalf of
Mechanical Contractors
Association Ontario

on behalf of
Ontario Pipe Trades
Council





**LETTER OF UNDERSTANDING
RE: ARTICLE 34**


The parties recognize and agree that in Zone 13 (Ottawa), Zone 13A (Renfrew) and Zone 14 (Cornwall) areas, the Denovo funding noted in Article 34 is to be distributed to the alternative substance abuse program jointly recognized and agreed to by the respective Zone Association and Local Union.

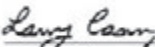
Dated and Signed May 12, 2001


on behalf of
Mechanical Contractors
Association Ontario

on behalf of
Ontario Pipe Trades
Council









LETTER OF UNDERSTANDING

JOINT MCAO-OPTC STATEMENT OF COMMITMENT TO THE UNIONIZED INDUSTRIAL, COMMERCIAL AND INSTITUTIONAL SECTOR OF THE CONSTRUCTION INDUSTRY IN THE PROVINCE OF ONTARIO

The Mechanical Contractors Association of Ontario representing Union Contractors employing UA members in the Province of Ontario who perform the work of installing and maintaining mechanical systems in the ICI Sector.

The Ontario Pipe Trades Council representing Plumbers Steamfitters and Welders and Apprentices ensure the supply of a skilled workforce to various segments of the Construction Industry, including Union Mechanical Contractors in the ICI Sector.

The introduction in recent years of a number of Legislative amendments to the Ontario Labour Relations Act has negatively impacted and destabilized our Industry. The parties recognize it is imperative the MCAO Contractors and the OPTC members maintain a positive working relationship.

The parties wish to make a clear statement reflecting our interdependency and commit to a future partnership. Further, we will embrace those principles that represent our obligations and responsibilities to our Industry and the advancement of the Unionized Sector.

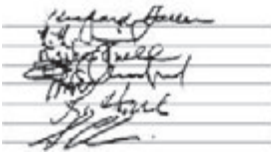
The formal basis of our partnership is the Provincial Collective Agreement that stipulates the Contractors and the employees to a Unionized workplace. On behalf of our respective constituents, we reaffirm the undertaking to ensure our present status as being Union and wish to remain so.

To this end, we do not support the introduction of any more legislative changes that negatively impact our Unionized Industry. Each party shall make these statements herein known to other interested parties including our associate members.

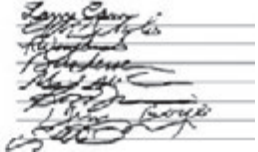
In re-establishing our partnership for the future, we commit to working together in harmony. We will adopt other initiatives that will strengthen our relationship and mutually benefits our interests.

Signed this 13th day of May, 2001

Signed on behalf of the
Mechanical Contractors
Association Ontario

A series of five handwritten signatures in black ink, written over five horizontal lines. The signatures are cursive and somewhat overlapping.

Sign on behalf of the
Ontario Pipe Trades Council

A series of five handwritten signatures in black ink, written over five horizontal lines. The signatures are cursive and somewhat overlapping.

**LETTER OF UNDERSTANDING
RE: ICA INDUSTRY FUND**

It is agreed by the parties that, effective May 1, 2007, each member of the Industrial Contractors Association of Canada (ICA) will make a one (1) cent per hour earned ICA Industry Fund contribution for work performed under this Collective Agreement directly by (vs. under contract to the other contractors that perform work under this Collective Agreement) the ICA Member, on major industrial project (as defined by the ICA). This one (1) cent contribution is in addition to the industry funds paid in the respective Zones, as set out in the MCAO/OPTC Collective Agreement. These funds will be made out on separate cheque to the Industrial Contractors Association of Canada; and forwarded to the MCA Ontario office.

Dated and Signed April 5, 2007

on behalf of
Mechanical Contractors
Association Ontario

on behalf of
Ontario Pipes Trades
Council



*S. Chagnon
on behalf of R.H.
P.C.*



**LETTER OF UNDERSTANDING
RE: ARTICLE 3 6 A. 3 . 1**

The parties agree that with respect to Apprentices, if an Apprentice's performance is deemed less than satisfactory by Employer, the Employer, by providing notice to the Union, shall not be required to recall such Apprentice for employment.

Dated and Signed March 28, 2007

on behalf of
Mechanical Contractors
Association Ontario

on behalf of
Ontario Pipe Trades
Council



*S. Chagnon
on behalf of R.H.
P.C.*



LETTER OF UNDERSTANDING
Electrical Power Systems Sector
of Construction Industry
(Non - EPSCA)

WHEREAS in collective bargaining for a renewal provincial collective agreement for the term May 1, 2007 to April 30, 2010 the parties agreed to amend articles:

(a) 1.3 to read –

“Contractor’ means an employer and any successor or assigns performing Mechanical work under the term of this Collective Agreement in the Industrial, Commercial and Institutional Sector and the Electrical Power Systems Sector of the construction industry in the Province of Ontario save and except work covered by a collective agreement between the United Association and the Electrical Power Systems Construction Association (“EPSCA”); and

(b) 2.1 and 2.2 to read at the end of each of the existing paragraphs – “... in the Industrial, Commercial and Institutional Sector and the Electrical Power Systems Sector of the construction industry in the Province of Ontario save and except work covered by a collective agreement between the United Association and EPSCA”;

AND WHEREAS the parties are desirous of implementing a fair and open process to bind Contractors to the bargaining rights and terms and conditions added in respect of the Electrical Power Systems Sector (“EPS Sector”) of the Construction Industry (the “Amended Provisions”);

NOW THEREFORE IT IS AGREED:

1. On the business day following ratification, the MCAO will notify in writing, in the form attached, all Contractors who, based on its records, are bound to the provincial collective agreement.
2. Such notice will be given by fax and/or e-mail and by registered mail and/or priority courier, as the MCAO deems appropriate.
3. All Contractors covered by this provincial collective agreement will be deemed to be bound to the recognition and terms and conditions negotiated for the EPS sector,

unless within fourteen (14) calendar days of such notice the Contractor advises the MCAO in writing (hereinafter referred to as a "Refusal") that it declines to be so bound.

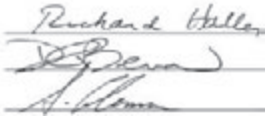
4. Any Refusal received by the MCAO will be provided to the OPTC by fax and/or e-mail, as the MCAO deems appropriate, within three (3) business days of the MCAO's receipt of such Refusal.
5. The service of a Refusal on the MCAO by a Contractor will not in any way cause the termination of bargaining right held by the UA or any affiliated bargaining agents in the EPS Sector, if those bargaining rights existed in any event.
6. Any Contractor who does not deliver a Refusal in a timely manner will be bound to the Amended Provisions.

on behalf of
Ontario Pipe Trades
Council



Handwritten signature of J. Hegarty on a horizontal line.

on behalf of
Mechanical Contractors
Association Ontario



Handwritten signature of Richard Hall on a horizontal line.

CONTACT INFORMATION

Local 46 – Toronto

936 Warden Avenue, Toronto M1L 4C9

Tel: 416-759-6791

Toll free: 1-866-915-2799

Fax: 416-759-7346

Email: office@ualocal46.org

Dispatch

Tel: 416-759-5580

Fax: 416-759-4375

Email: dispatch@ualocal46.org

Training

Tel: 416-759-9351

Fax: 416-759-8658

Email: jtacoffice@ualocal46.org

Local 46 – Barrie

295 Edgehill Drive, Barrie L4M 9X4

Tel: 705-722-3006

Fax: 705-722-0754

Local 46 Administration Office

300-90 Burnhamthorpe Road West

Mississauga, ON L5B 3C3

Tel: 905-247-4646

Toll free: 1-844-468-4646

Fax: 905-275-6461

Email: ua46@bpagroup.com

Blue Cross Ontario

PO Box 2000

185 The West Mall, Suite 1200

Etobicoke, M9C 5P1

Toll free: 1-888-873-9200

De Novo

Tel: 705-384-1466

Fax: 705-384-1509

Toll Free: 1-800-9DeNovo

Ministry of Labour Construction Safety

Anonymous Complaint Line

Tel: 1-877-202-0008

York District Office

Tel: 905-715-7020

Fax: 905-715-7140

Toronto East

Tel: 416-314-5300

Fax: 416-314-5405

Toronto West

Tel: 647-777-5005

Fax: 416-235-5090

Peel Region

Tel: 905-273-7800

Fax: 905-615-7078

UA Locals in Ontario

Local 67 Hamilton

195 Dartnall Road,
Suite 104
Hamilton ON L8W 3V9
Tel: 905-385-0043
Fax: 905-385-3467

Local 71 Ottawa

1250 Agnes Drive
Ottawa ON K1G 5T4
Tel: 613-728-5583
Fax: 613-728-7242

Local 401 Eastern-Central

26 Caristrap Street, Unit 3
Bowmanville ON L1C 3Y7
Tel: 905-623-1666
Fax: 905-623-8735

Local 508 Sault Ste. Marie

235 Drive In Road
Sault Ste. Marie ON P6B 5X5
Tel: 705-759-4799
Fax: 705-759-6663

Local 527 Kitchener

225 Frobisher Drive
Waterloo ON N2V 2G4
Tel: 519-746-3300
Fax: 519-746-7660

Local 628 Thunder Bay

969 Alloy Drive
Thunder Bay ON
P7B 5Z8
Tel: 807-623-1041
Fax: 807-623-0403

Local 663 Sarnia

1151 Confederation St.
Sarnia ON N7S 3Y5
Tel: 519-337-6569
Fax: 519-332-3054

Local 787 Ontario Refrigeration

419 Deerhurst Drive
Brampton ON L6T 5K3
Tel: 905-790-1019
Fax: 905-790-1022

Local 800 Sudbury

1640 Bancroft Drive
Sudbury ON P3B 1R8
Tel: 705-560-3800
Fax: 705-560-3167

Local 853 Ontario Sprinkler

60 Shields Court
Markham ON L3R 9T5
Tel: 905-477-6022
Fax: 416-498-5141

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