



**MCA**  
**ONTARIO**  
MECHANICAL CONTRACTORS  
ASSOCIATION

**OPTC**  
Ontario Pipe Trades Council

**ONTARIO PROVINCIAL  
COLLECTIVE AGREEMENT**

**ONTARIO PROVINCIAL  
COLLECTIVE AGREEMENT**

Between

**MECHANICAL CONTRACTORS ASSOCIATION ONTARIO**

**in furtherance of the Designation as Employer Bargaining Agency  
received from the Ministry of Labour on April 3, 1978**

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.**

**in furtherance of the Designation as Employee Bargaining Agency  
received from the Ministry of Labour on April 12, 1978**

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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 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 "U.A." 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 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.

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

## **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:

For:

3.21 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 degree 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 (S. S. Marie).

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

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 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.

3.23 MCA Zone 3, Sudbury - UA Local 800 (Sudbury).

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.

1. 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.

2. Complete district of: Parry Sound, EXCEPT TOWNSHIPS Christie, Foley, Conger, Humphrey, Ferguson, McDougal, McKeller and Carling.

3. 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 (Windsor)

This Agreement shall be applicable to and effective within the present geographic jurisdictional area of Local Union 527 (Windsor).

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 (London).

This Agreement shall be applicable to and effective within the present jurisdictional area of Local 527 (London), 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 (Kitchener)

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 (Niagara)

a. This Agreement shall be applicable to and effective within the present geographic jurisdictional area of Local Union 67 (Niagara) United Association, 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 (Hamilton).

- (i) a. This Agreement shall be applicable to the jurisdictional area of Local Union No. 67 (Hamilton) as outlined and defined in Article 3.29(i).
- b. This Agreement may be executed by other Employers who are recognized Plumbing, Pipefitting, Heating and Welding Contractors who are not members of the Association.
- c. The Union shall advise the Association of new signatories to the Agreement.
- d. The Zone Association shall advise the Union of new members of the Zone Association.
- e. Description of the Jurisdictional Area Local 67 (Hamilton):

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.

(ii) MCA Zone 9A, Brantford - UA Local 67 (Brantford)

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 (Barrie).

This Agreement shall be applicable to and effective within the present Geographic jurisdictional area of Local Union 46 (Barrie). 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 (Toronto).

This Agreement shall be applicable and effective within the Geographic boundaries of York County; that portion of Ontario County lying west of Pickering-Whitby Townships' Line; Peel County; that portion of Halton County lying south of Highway 401 and east of the 7th Line and Dufferin County, or as amended by a decision of the Joint Conference Board.

3.212 MCA Zone 12, Kingston - UA Local Union 401 (Kingston).

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 (O/P/B). This Agreement shall be applicable and effective within the present and future Geographic Jurisdictional Areas of Local Union 401 (O/P/B).

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, Elzvir, Grimsthorpe, Cashel, Mayo, Carloro, Bangor, Wicklow, Sabine, Airy, Nightingale, Lawrence, Livingston, McClintock, Sherborne, Hindon, Longford, Dalton, Carden, Eldon, Thorah and Brock.

(b) The eastern boundary of U.A. Local 401 (O/P/B) 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, Dunganon, Montegale, Wicklow, and all of Prince Edward County.

3.214 MCA Zone 13, Ottawa, Renfrew and Cornwall - 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 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 EI week ending. If an employee incurs costs for a company payroll cheque which is rejected due to "Non Sufficient Funds", then all such costs 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	Canada Day	Thanksgiving Day	Family Day	Victoria Day
Good Friday	Civic Holiday	Christmas Day	Boxing Day	Labour 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 employee's 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 mail or priority post 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 work day, 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 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 - U.A. BUSINESS REPRESENTATIVE**

13.1 The U.A. 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 U.A. Business Representative when entering a job or shop shall directly notify the Contractor's Representative. The U.A. 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 U.A. Local Unions shall be responsible for full coverage against loss or injury under the applicable Workers Compensation legislation for all U.A. Business Representatives.

## **ARTICLE 14 - NO STRIKE, NO LOCK-OUT**

No employee bound by this Agreement shall strike and no employer bound by this Agreement shall lock-out 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 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 can not 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. But 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 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 arbitratable, 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 the 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 (4) 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 be 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 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 FUND, INDUSTRY ENHANCEMENT FUND & UA WELLNESS PROGRAM**

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 employees who are members of the United Association. Contractors who fabricate piping off the job site shall register the fabrication location with the Union and shall utilize employees who are 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:

- 1.) 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.
- 2.) 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.
- 3.) 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 manpower equivalencies regarding mobility.

## **ARTICLE 25 - I.C.I. CONTRACTORS**

The United Association and its Affiliated Local Unions agree that its members when working in the I.C.I. Sector shall only work for bonafide mechanical contractors. Said contractors prior to hiring of U.A. 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**

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 in Ontario within the framework outlined below:

- a) Develop and implement strategies to maintain, regain and expand work opportunities for our Mechanical Contractors and United Association Members.
- b) Work with and assist the Local Unions and Mechanical Contractors' Zone Associations in 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.

26A.2 The Employers will fund this Committee by a method and at an amount to be determined by 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 – LOCAL AMENDMENT BY AGREEMENT**

26B.1 A Local Union and the Local Mechanical Contractors Association Zone 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 Industrial 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**

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.

26C.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:

- 1.) 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.
- 2.) 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.
- 3.) 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.

26C.3 No application shall be made under clause 26C.2 during the period of 120 days before the Provincial Agreement ceases to operate.

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 Clause 26E.2 regarding process for termination of such agreements prior to this time frame.

26C.5 No application shall be made under Clause 26C.2 or under the Act, unless a local amendment has not been obtained under the provisions of Article 26B.

26C.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.

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 matters listed in Clause 26C.6.

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

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.

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).

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**

26D.1 The Application will be arbitrated no later than the 14<sup>th</sup> 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.

#### 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 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 Article 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 Article 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 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**

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 two (2) cents for each hour worked or earned to the administrator (four (4) cents effective May 1, 2008) for the local trust funds who shall distribute these funds as per the joint Denovo 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 two (2) cents is comprised of one (1) cent of employer contribution and one (1) cent of employee contribution; respectively two (2) cents employer/two (2) cents employee contribution, effective May 1, 2008. 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

36.1 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.

### **36A – Hiring**

36A.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.

36A.2 All General Foremen and Foremen shall be within the bargaining unit covered by the Provincial Agreement and members of the Union.

### **36A.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/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 a 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.

### **36A.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.

36A.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.

36A.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.

36A.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.

36A.5 Other hiring provisions existing in the Local Appendices that are not addressed in this Article are to be maintained.

36A.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.

### **36B – Mobility**

36B.1 Any Employers 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.

36B.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.

36B.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

36B.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 geographic 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.

36B.5 An employer performing franchise style specialty work in another Zone may transfer two employees. These employees are not restricted from such employment by the 20% provision.

### **36C – Mobility – Specific to Commercial and Institutional Work in Sarnia**

36C.1 Employers that have a permanent place of business in Local 527 (Zone 4, Zone 6 or Zone 7) may undertake Commercial or Institutional work within the geographic jurisdiction of Local 663 Sarnia (Zone 5) using Employees who are Members of either Local Union without restriction. Such Employees must register with Local 663 and deposit a travel card if required.

36C.2 With respect to the undertaking of Commercial or Institutional work within the geographic jurisdiction of Local 663 Sarnia (Zone 5), the mobility provisions of 36B above will apply to any Employer that does not meet the requirements of 36C.1.

36.C.3 For the purposes of clarification, within the context of this Article 36:

(i) “**permanent place of business**” means at least one location within the geographic scope of Zones 4, 6 or 7, that meets the following criteria:

- (a) the location must be leased or owned by the Employer, and cannot constitute a temporary work location at or adjacent to a construction site;
- (b) the location must be generally staffed during business hours;
- (c) the location must be open to the public during business hours;
- (d) the location will be presumed to be a permanent place of business if it was in existence prior to June 5, 2013 and meets criteria (a), (b) and (c) above;
- (e) in the case of locations which are established after June 4, 2013, the location will be considered a permanent place of business if it meets criteria (a), (b) and (c) above, and either,
  - (i) has been in place and active for at least six consecutive calendar months, or
  - (ii) the Employer can demonstrate that it directly and immediately replaces, through a relocation, a closed location that met criteria (a), (b), (c) and (d) above.

(ii) “**Commercial or Institutional work**” means work in the industrial, commercial and institutional sector of the construction industry but excludes industrial work. “**Industrial work**” means work pertaining to facilities such as factories, plants, processing operations and similar operations”.

### **36D – Recall**

This replaces all current Recall clauses in local appendices except under maintenance in Zone 2.

Employers may recall prior employees (Local Union Members) laid off & available for work for a period of 15 working days from the date of lay off.

In all other cases the contractor has the right to recall for a period of 3 months if the member had been employed for a period of 6 months (whether employed on one or multiple projects over the six months).

An employer may recall former employees (Local Union Members) provided the employee has not been employed elsewhere.

### **ARTICLE 37 – TRAVEL FREE ZONE**

37.1 A travel Free Zone of a minimum of 25KM 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 or 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 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 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 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 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.

#### 42.4.3.1 **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 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.

#### 42.4.3.2 **Additional Jointly Supported Methods of Problem Resolution:**

- In the event an issue is irresolvable at this level, the local or the contractor 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 5,000 manhours 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 manhours to complete the work covered by this article at the Project shall not be more than 5,000 manhours 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 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 at the rate of 1 ½ 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 foremen) 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 1  
ZONE 1 THUNDER BAY - LOCAL UNION 628  
WAGE SCHEDULES**

Effective Dates	May 1/19	May 1/20	May 1/21
Basic Rate	44.04	44.81	45.83
Vacation Pay 10%	4.40	4.48	4.58
Welfare	2.86	3.00	3.16
Pension	8.72	8.87	9.07
Training	0.48	0.62	0.63
Article 23	0.16	0.16	0.16
Article 30	0.03	0.03	0.03
De Novo (Article 34)	0.04	0.04	0.04
National Organizing Fund	0.10	0.10	0.10
O.P.T.P.F. (Article 20)	incl.	incl.	incl.
OCS	incl.	incl.	incl.
Union Field Dues	incl.	incl.	incl.
TOTAL	60.83	62.11	63.60
Zone Association Fund	0.44	0.44	0.44
W.I.P.	0.12	0.12	0.12
MIAC/WTF Funds	0.05	0.05	0.05
TOTAL	61.44	62.72	64.21
After Tax Deductions:			
Union Field Dues	0.45	0.45	0.44
Contingency Fund	1.00	1.03	1.07
O.P.T.P.F.	0.26	0.26	0.26
OCS	0.01	0.01	0.01

Local 628 have included in their Base Rate the "Ontario Pipe Trades Promotion Fund", "Union Field Dues", Contingency Fund and "OCS (Ontario Construction Secretariat) Fund" After tax the full amount of each fund is deducted from Base and remitted in accordance with the local Appendix. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

Foreman 2a Plus 8%; Foreman 2b (conditional, refer to Schedule A 2-b) Plus 10%  
General Foreman Plus 15%  
Work Week 40 Hours

Article No.	Title	Schedule	Title
101	Hiring	A	Wages
102	Show-up Time	B	Vacation & Statutory Holiday Pay
103	Job Steward	C	Welfare Fund
104	Work Break	D	Pension Fund
105	Job Site Accommodation	E	Training Fund
106	Tools	F	
107		G	Industry Fund
108	Regular Hours of Work	H	Union Field Dues and/or Promotion Fund
109	Overtime	I	Travel, Transportation Allowance and Commuting
110	Shift Work	J	Board Allowance
111	Foremen	K	Union Dues Check-off
112	Apprentices	L	Workers' Instructive Program
113	Date for Contributing and Monthly Reports		
114	Camp Conditions	M	Welder's Qualifications and Testing
115	General		
117	Pre-Job Conference		

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



102.3 An Employee shall be instructed during working hours only not to report for work until instructed to report back to work by the Contractor or his representative due to conditions beyond the control of the Contractor.

#### **Article 103**

#### **JOB STEWARDS**

103.1 A Job Steward shall be appointed by the Union Business Representative on any job where there are five (5) or more Employees working. The Contractor or his site representative shall be notified in writing of the name of the Job Steward when the appointment becomes effective.

103.2 A Job Steward shall be an Employee who is a qualified Journeyman, capable of performing the regular work in accordance with the job requirements. It shall be the duty of the Job Steward to make every effort and give every consideration that the provisions of this Agreement are carried out with consideration and fairness to both parties concerned. He shall not be laid off, transferred or discharged by reason of his executing the duties and responsibilities as a Job Steward.

103.3 A Job Steward's duties shall pertain only to the particular Contractor by whom they are employed. Therefore, such Job Steward shall not interfere with other Contractors on the job site.

103.4 It is understood and agreed that Job Stewards have their regular work to perform, and that they shall not absent themselves unduly from this work. There shall be no non-working Job Stewards.

103.5 The Union shall receive written notice before the employment of a Steward is terminated by his Employer and provided the Steward is able to perform the work required, he will be the last employee to be retained by his Employer in layoff, excluding the Foreman.

#### **Article 104**

#### **WORK BREAK**

104.1 Each Employee shall receive a ten (10) minute rest period: One (1) ten (10) minute period on the morning shift from 10:00 a.m. to 10:10 a.m., and one (1) ten (10) minute period on the afternoon shift from 2:30 p.m. to 2:40 p.m. Rest periods shall be in the immediate vicinity of work area. Time of rest periods may be altered by arrangement with Foreman or Employer. Work shall commence at 10:10 a.m. and 2:40 p.m.

104.2 When overtime begins immediately after the regular working day, the employees shall be entitled to a paid ten (10) minute rest period to be taken in the immediate vicinity of the work area before commencement of overtime. The employees shall also be entitled to an additional ten (10) minute paid rest period after each additional four (4) hours thereafter.

The employees shall also be provided with a hot meal by the employer after the first two (2) hours of overtime, and a hot meal every four (4) hours thereafter.

104.3 In lieu of the hot meal provision option noted in 104.2, when mutually agreed between the Employer and Employees, the Employee shall receive a twenty dollar (\$20.00) meal allowance plus an additional thirty (30) minutes pay at the overtime rate and a ten (10) minute work break at the above noted (104.2 clause) times.

104.4 By mutual agreement between the Union and the Employer, where a scheduled ten (10) hour overtime work day is established, the 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 Adequate heated shacks or accommodation shall be provided by the Contractor on each project when necessary. The location of such shacks or accommodation will be determined by the Contractor.

105.2 Such shacks or accommodation shall be weatherproof and shall be kept reasonably clean. A table and sufficient benches or seats for the Employees on the job shall be provided in the shack or accommodation.

105.3 The Contractor shall ensure clean sanitary facilities on the job site.

Drinking water shall be supplied by the Contractor in a sanitary container with paper cups or from an approved potable water faucet.

105.4 When corrosive, poisonous or other substances that might endanger health or safety are required to be handled or used by any Employees, then those Employees will be supplied with adequate clean water, soap, individual towels and wash-up facilities.

105.5 Where it is necessary for an Employer to supply transportation on the site, the vehicle shall be covered, heated and seats provided.

105.6 On construction jobs, a separate check-out system shall be provided.

## **Article 106 TOOLS**

106.1 Each Journeyman Plumber shall supply a reasonable set of hand tools.

106.2 Each Journeyman Steamfitter, Steamfitter Apprentice and Plumber Apprentice shall supply:

- One Pair 8" Pliers
- One Torpedo Level
- One 10' Tape

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 employees must accept responsibility for the tools supplied by the Contractor, and must report the breakage or loss of such tools immediately on duplicate forms to be supplied by the Contractor. Employees willfully misusing or failing to report loss of tools shall be subject to cost of replacement.

106.5 The Contractor agrees to provide adequate protection and storage for all tools issued and accept 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 is equipped, by the Contractor, with a suitable tool box with hasp and lock.

## **Article 108 REGULAR HOURS OF WORK**

108.1 The ordinary hours of work, Monday to Friday inclusive, shall consist of eight (8) hours work between 8:00 a.m. and 4:30 p.m. with one-half hour unpaid lunch from 12:00 noon until 12:30 p.m. and two (2) 10 minute paid coffee breaks. If mutual arrangements between the Contractor and Union are made these hours may be changed by one (1) hour as per Standard Article 33.

108.2 A condensed work week mutually agreed to by union and contractor can be established prior to any project as follows; regular hours of work Monday to Thursday, shall consist of ten (10) hours work between 8:00 a.m. and 6:30 p.m. with one-half hour unpaid lunch from 12:00 noon until 12:30 p.m. and two (2) 15 minute paid coffee breaks. If mutual arrangements between the Contractor and Union are made these hours may be changed by one (1) hour as per Standard Article 33.

## **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 double time.

109.2 All overtime beyond the normal hours per day shall be paid at double time with the exception of shift work and emergency repairs.

109.3 Any Employee who has worked a period of overtime and does not receive an eight (8) hour work break shall be paid at rate of double time until an eight (8) hour work break has occurred. Work break to be mandatory unless Employer requests otherwise.

## **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 provisions 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 for at least four (4) consecutive regular work

days. These may be based on consecutive regular work days, weekends or holidays, providing the applicable weekend and/or holiday premiums are paid.

110.3 Work commencing at the regular starting time shall work the ordinary hours of work at regular pay.

110.4 A shift commencing any time between 12:00 noon and 2:00 a.m. will be subject to a shift premium. An additional 15% premium will be paid on regular hours only. The employee shall work 8 hours. Any work performed beyond 8 hours shall be paid at double time. The employee shall also be entitled to a one half hour unpaid lunch break midway through the shift and 2 (10) minute paid coffee breaks.

110.5 No Employee shall work more than one (1) shift in any twenty-four hour period under the conditions of the above clauses. Overtime hours shall not be considered shift work.

110.6 When work cannot be done during the day, such work may be done as a straight night shift of not more than seven (7) working hours for which a premium of one (1) hour shall be paid for each shift. This clause shall apply to commercial buildings only. This shift shall commence between the hours of five (5) p.m. and eight (8) a.m. on Monday, Tuesday, Wednesday and Thursday, but Friday only from four (4) p.m. until eleven fifty-nine p.m. (11:59 p.m.).

110.7 All time worked on Saturdays, Sundays or Holidays shall be paid for at the rate of Double Time.

### **Article 111 FOREMAN**

111.1 The Contractor shall appoint or demote a Foreman to Journeyman or appoint or demote additional Foremen at his discretion as may be required.

111.2 A Foreman's duties shall include, but not be limited to, laying out work and instructing Employees in their duties.

111.3 The extent to which a Foreman shall work with the tools of the trade shall be at the discretion of the Contractor or his representative.

111.4 He shall protect and promote the interests of the Contractor on the job or in the Shop at all times, within the terms of this Agreement.

### **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, with the exception of fifth (5th) year Apprentices, who may work on their own, providing the Apprentice is working on a supervised project.

112.3 There shall be a Joint Training and Apprenticeship Committee composed of equal representation of both Contractors and Union

112.4 All matters or disputes pertaining to apprenticeship that cannot be mutually settled by this Committee shall be referred to the Board.

112.5 The allowable proportion of apprentices to journeymen shall be one (1) apprentice to every (3) journeymen.

### **Article 113 DATE FOR CONTRIBUTING AND MONTHLY REPORTS**

113.1 Payments for all funds as outlined in this Agreement shall be made monthly by one cheque to the Trustees of the funds, or as they may designate, by the fifteenth (15th) day or before, of each month following the month for which they are due.

113.2 See Article 41 – Funds Remittance Process/ Penalties. The failure to pay each month shall constitute a separate offense, and shall subject the Contractor to the ten (10) percent payment. Thereafter, interest shall run at the rate of two (2) percent per month (24% per year compounded monthly) on any unpaid arrears, including liquidated damages.

## **Article 114**

## **CAMP CONDITIONS**

114.1 When the Parties of this Agreement are responsible for the building of a camp for board and housing accommodation, the following shall apply:

Camp accommodation, standing and mobile, will be built and installed by members of trade unions recognized by the Building Trades Council.

It will not be a violation of this Agreement if the members of the Union refuse to occupy camps, whether standing or mobile, if the above Article has not been adhered to.

The accepted Standard Camp Conditions governing both standing and mobile will be as follows:

### **1. CAMP SITE:**

Every camp shall be so located that good natural drainage is provided against year round climatic conditions.

### **2. OCCUPANCY:**

No camp shall be occupied before inspection and sanction by the duty authorized Camp Committee. This shall apply to any and all additions.

### **3. ACCOMMODATION:**

- a) The standard accommodation shall be one hundred and twelve (112) square feet of floor space per room for two (2) men.
- b) Two (2) enclosed clothes cupboards of at least six (6) square feet floor space and of sufficient height to allow the hanging of overcoats and the like.
- c) One (1) light for each bed, one (1) ceiling light for each room, one (1) wall plug for each bed.
- d) Two (2) beds per room with box spring mattresses at least six (6) feet in length.
- e) One (1) window per room, one (1) mirror per room, one (1) table and two (2) chairs per room, one (1) waste paper basket per room.
- f) Rooms to be fully enclosed with a door and lock and key.
- g) There should be individual room controlled by valve or damper.
- h) Clean linen once a week, blankets laundered out every three months, or when deemed necessary. New man to be supplied with clean blankets and sheets.
- i) Interior of bedrooms painted, including washrooms.
- j) All floors in all rooms to be covered with material other than wood; e.g., lino or tile.

## **114.2 TOILET AND WASHROOM FACILITIES**

- a) One to fifteen men...two (2) flush toilets; sixteen to thirty men...four (4) flush toilets; thirty-one to forty-five men...five (5) flush toilets; forty-six to sixty men...six (6) flush toilets; sixty-one to seventy-five men...seven (7) flush toilets; seventy-six to ninety men...eight (8) flush toilets and one (1) additional toilet for every additional fifteen (15) men thereafter.
- b) There should be sufficient urinals; one (1) shower for every ten (10) men; one (1) wash basin for every five (5) men, to be of the porcelain type (as in household bathroom); one (1) mirror to each basin.
- c) One (1) laundry room washing machine; a dual wash tub for every twenty-five (25) men; one (1) separately heated dry room for every housing unit. The foregoing to be contained in the same building as the sleeping quarters.



### **114.3 RECREATION**

- a) Recreation rooms shall be supplied. Smokes and soft drinks shall be available.
- b) Outside walls of the above to be completely closed in, in the cold weather.
- c) The above to be standard for stationary or permanent type camps. In the initial construction of the above, the camp construction workers, in areas where there are no hotel accommodations, shall construct such housing as is necessary for them (this is not to be a tent). When bunkhouses are built to the degree that they can be occupied, the camp construction workers shall move into such quarters and their original buildings shall be disposed of or not used for lodging from that time on.

### **114.4 MOBILE CAMPS**

- a) In the matter of mobile camps, such mobile camps are acceptable providing the standards of accommodation equal that which are outlined as follows:
- b) Only trailers that are built, conveyed to the camp site, set up, maintained by members of affiliated Unions to the various Building Construction Trades Councils will be acceptable.
- c) When trailers are used, they must be spaced not less than seven (7) feet apart and be staggered so that when doors are opened, the hallways are not blocked.
- d) Washrooms and dining trailers must be situated so that they are readily accessible by weatherproof walkways from the sleeping trailers.
- e) There must be individual heat in each room occupied by two (2) men by propane heat or the equivalent of not less than 20,000 B.T.U.

### **114.5 CATERING**

- a) Cafeteria style of serving meals will be acceptable providing dishes are carried back by the culinary staff.
- b) The food shall be of good quality and have the approval of the Camp Committee of the Building and Construction Trades Council of Ontario.
- c) There shall be sufficient housekeeping staff supplied by the culinary workers to keep the bunkhouses clean, and beds shall be made up each day by such staff.
- d) Kitchen facilities, equipment and food supplies shall be subject to inspection by the duly authorized Camp Committee at any and all times and further, all grievances shall be dealt with by said Committee.

## **Article 115 GENERAL**

115.1 The Union agrees that it will not supply Contractors who are not members of the Mechanical Contractors Association of Thunder Bay with any Union members except:

- (i) National signers; or
- (ii) licensed Plumbing and Heating Contractors in Ontario and Thunder Bay; or
- (iii) any Contractor having a mechanical division; or
- (iv) any Contractors engaged in process piping; or
- (v) any Contractor for whose Employees the Union may after November 20, 1972, obtain bargaining rights through certification, voluntary recognition or otherwise in the geographic area and sectors set out in the unit of Employers described in any decision or Certificate to be used by the Ontario Labor Relations Board in the said accreditation proceedings.

115.2 When Members from other U.A. Locals or potential Members are employed, and members in good standing of the Union become available, travel card or potential Members shall be replaced by qualified Members of the Union.

115.3 The Union reserves the right to refuse to handle, erect or install fabricated piping sent to the job that has not been fabricated by building trade journeymen or apprentices, employed by an Employer under agreement with the United Association and its affiliated Local Union, except for Article 24 and items which are classified as catalogue items.

**Article 117**

**PRE-JOB CONFERENCE**

117.1 A pre-job conference shall be held on all projects having a mechanical contract in excess of \$250,000.00 or as pertaining to the Collective Agreement.

117.2 The Contractor, or his representative, and the Business Representative of the United Association having jurisdiction over the area where the work is to be performed may, by mutual consent, waive such pre-job conference.

**SCHEDULES  
WAGES**

**A**

1. The minimum rate of wages per hour to be paid for all straight time worked by each Journeyman shall be:

- \$44.04 per hour effective May 1, 2019
- \$44.81 per hour effective May 1, 2020
- \$45.83 per hour effective May 1, 2021

2. a; Foremen shall receive a minimum 8% per hour above the journeymen wage rate noted in Schedule 1.

- ie. \$47.56 per hour effective May 1, 2019
- \$48.39 per hour effective May 1, 2020
- \$49.50 per hour effective May 1, 2021

b; After completion of the NAUSC supervision course and specific company supervisor training the Foreman rate shall increase to 10% per hour above the journeymen wage rate noted in schedule A1. For an employee to maintain this rate he must fulfil the obligations of the employer's specific documentation and safety program requirements.

- ie. \$48.44 per hour effective May 1, 2019
- \$49.29 per hour effective May 1, 2020
- \$50.41 per hour effective May 1, 2021

c; General Foremen shall receive a minimum 15% per hour above the journeymen wage rate noted in Schedule A1.

- ie. \$50.65 per hour effective May 1, 2019
- \$51.53 per hour effective May 1, 2020
- \$52.70 per hour effective May 1, 2021

3. The minimum rate of wages per hour to be paid for all straight time worked by each Apprentice shall be as follows:-

FIRST YEAR	45% of Journeyman's Rate
SECOND YEAR	55% of Journeyman's Rate
THIRD YEAR	65% of Journeyman's Rate
FOURTH YEAR	75% of Journeyman's Rate
FIFTH YEAR	85% of Journeyman's Rate

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

**B VACATION AND STATUTORY HOLIDAYS**

1. Statutory Holidays and Vacation with Pay payment shall be ten percent (10%) of gross earnings; six percent (6%) of gross earnings in lieu of Statutory Holidays and time lost due to inclement weather and illness; four percent (4%) of gross earnings as Vacation with Pay.

2. Each Employee shall receive the above payment with weekly pay.

3. Vacation with Pay to be taxed and shown on cheque stubs.

**C WELFARE FUND**

1. Each employer shall contribute to the Unions Health and Welfare Fund for each hour's pay earned by each of his employees, the sum of \$2.86 effective May 1, 2019; \$3.00 effective May 1, 2020; \$3.16 effective May 1, 2021. Refer to Article 30 for additional contribution related to continuation of benefits.

**D****PENSION FUND**

1. Each employer shall, contribute to the Union's Pension Fund a sum equal to \$8.72 for each hours pay earned by each of his employees; \$8.87 effective May 1, 2020; \$9.07 effective May 1, 2021.
2. The Pension Fund is administered by a Board of Trustees appointed by the Union under a Trust Agreement.

**E****EDUCATION & TRAINING FUND**

1. Each employer shall contribute to the Local 628 Training Fund a sum equal to 1.25% of (Basic rate and vacation pay) for each hour's pay earned by each employee. The operation of such a Training Program will be by a joint board. Refer to Standard Article 23 for additional Training Fund.

**G****INDUSTRY FUND**

1. The employer agrees to contribute 44 cents per employee earned hour to the Mechanical Contractors Association, Thunder Bay.
2. The moneys thus paid shall be known as the Zone Association Industry Fund and shall be used for the general purposes of the Zone Association including the Zone Association's cost of negotiating and administering this Agreement.
3. The contributions for the Zone Association Industry Fund shall be paid to the Administrator of the Welfare Fund as shown on the Employer's Contribution Report at the rates specified in paragraph 1 and remitted at the same time as the Welfare contributions. The Administrator shall keep Association Industry Fund payments entirely separate from contributions to the Welfare Fund and deposit the funds monthly in a Trust Company or Bank as designated and instructed by the M.C.A. Thunder Bay.
4. The M.C.A. shall reimburse the Administrator for costs involved in the monthly receipts and disbursements of the Zone Association Industry Fund. Arrangements for the procedures and fees shall be made directly between M.C.A. Thunder Bay and the Administrator.

**H****UNION FIELD DUES**

1. The Employer agrees to deduct the sum of 3% of the total of the basic rate + vacation pay for each hour's pay earned from each Employee and agrees to remit said amount to the Administrator of the Union Field Dues/Contingency Fund.

**I TRAVEL, TRANSPORTATION ALLOWANCE AND COMMUTING****Commuting**

1. Where an Employee is required to commute daily or travel to a job from Thunder Bay (or point of accommodation) to a job site outside the 35 km travel free zone (which exists from the designated Post Office) he shall receive as a travel allowance \$1.15 per km effective May 1, 2015. The Employee shall be on the job at regular starting time and work a full shift. Mileage is to be computed from the free zone boundary and return. The above conditions will also apply on out of town jobs where suitable accommodations are not available within 35 km of the designated work site. Refer to Article 37 Re: the Standard Provincial Travel Free Zone – which supersedes this Schedule, where in conflict.

**Employer Provided Transportation**

2. Where transportation is provided by the employer, the employee shall receive \$.80 per km effective May 1, 2015 per km transportation allowance beyond the 35 km free zone..

**Employer Provided Accommodation**

3. Where an employee is required to report to a job location (non fly-in) where suitable accommodation is supplied by the employer (ie. camp job mutually agreed to between the union and the employer), he shall receive the travel allowance referred to in Paragraph I (1.) or transportation allowance referred to in Paragraph I (2.). He shall also receive these monies at lay-off. On a longer term job, the employee shall be entitled to receive the travel allowance and transportation allowance as referred to in Paragraph I (1.) or I (2.) to Thunder Bay and back to the job site every 45 calendar days.

#### Fly in Camp Projects

4. Where an employee is required to report to the Thunder Bay airport to be flown to a remote job site within the jurisdictional zone of 628 he shall be paid as follows; He shall be paid at his regular hourly rate (plus vacation pay and all applicable benefits) starting 1 hour before the flight and for flying time only. If the flight is delayed and the employee is sent home he will receive 2 hours pay. This shall apply to every flight to and from the remote job site.

#### Employee Transfers

5. Where an Employee is transferred directly from any out of town Location to another Location (in or out of town) he shall receive the Travel or Transportation Allowance computed from one location to the next referred to in Paragraph I (1.) or Paragraph I (2.). He shall also receive hourly room and board referred to in Schedule J for the regularly scheduled hours on the job he is leaving that day. Also, when an employee is transferred from an out of town Location to another out of town Location, his 45 day wrap-a-round shall remain in effect with the said mileage computed from the location he is working at on the 45<sup>th</sup> day.

#### Room and Board Projects

6. Employees reporting to an out of town job that will be receiving an hourly room and board allowance will also be paid Travel or Transportation Allowance according to Paragraph I (1.) or Paragraph I (2.). This will also be paid at layoff and will be paid every 45 calendar days. If an Employee leaves the job of his own volition, transportation and travelling time returning to Thunder Bay shall be forfeited.

7. If an employee is travelling to an out of town job on company time, in his own vehicle, he shall receive 50 cents effective May 1, 2015 per kilometer transportation allowance; and room and board for every hour allowable under Schedule J, including his travelling time.

### **J**

#### **BOARD ALLOWANCE**

1. All Employees working on a job who because of the location of the job site, are required to maintain temporary living quarters away from their permanent residence shall receive a board allowance as follows:

- \$16.50 effective May 1, 2015 per straight time hour paid
- \$16.50 effective May 1, 2015 per hour paid for 8 hours on any day that overtime is worked
- On a day where straight time and overtime are worked, only the straight time hours shall apply
- Room and Board paid to not exceed 56 hours/week

2. Room and Board paid for all scheduled hours (includes hours travelling to a job on company time) on any day when an employee is sent home because of job conditions, inclement weather or if the employee is laid off (except if employee leaves the job of his own volition).

3. Pay for room and board according to Paragraph J (1.) on any of the Statutory Holidays stipulated in Article 6 "Holidays" if he has worked the regular working day immediately preceding such holiday and the regular hours on the day immediately following such holiday providing such Holiday occurs on a Tuesday, Wednesday or Thursday.

4) When a camp is deemed to be acceptable to both union and employer is established, it is the Employers option to provide the Employee at no cost to he or she camp accommodation or the board allowance as outlined in Paragraph J (1.). Where an Employee has chosen not to live in camp, they shall be responsible for their own accommodation and meals as well as not qualify for daily Travel or Transportation Allowance . If a camp is provided by the client all employees will be required to stay in camp (provided the camp is deemed suitable by union and employer).

5) First week board allowance to be paid Friday of the week and weekly or bi-weekly to correspond with Article 5 of Collective Agreement.

**K****UNION DUES CHECK-OFF**

1. The Employer shall deduct Union dues from their Employees' wages. Such dues will be collected monthly and transmitted to the Union office together with a full check-off list of Employees, not later than the fifteenth (15th) of the following month in which deductions were made.
2. The Union will notify the Zone Association of the appropriate initiation fee and monthly dues.

**L****WORKERS INSTRUCTIVE PROGRAM**

1. The Employers agree to contribute twelve cents (12c) per employee per hour worked to the Workers Instructive Program.
2. The moneys thus paid shall be known as the W.I.P. Fund and shall be used for Construction Safety Training and Journeyman Training. Such Training will include the following: Working at Heights; Ministry of Labour Safety Awareness Training; WHMIS; any new OHSAs training required under legislation that the employer must provide; any other training agreed to between the Association and Council.
3. The UA will make every effort to have every employee trained and "job ready" with these requirements when he or she reports to work for a Contractor. The employee will not be paid or their time to take these required courses.
4. The contributions for the W.I.P. Fund shall be remitted to the Union Office together with a full check-off list of employees not later than the fifteenth (15th) of the following month for which contributions were made.
5. The Fund shall be jointly administered by equal representation from Local 628 and the Mechanical Contractors Association Thunder Bay.

**M****WELDER'S QUALIFICATIONS AND TESTING**

The UA will cover the "shop fees" for all F6SS (MCAO procedure only) welding tests and MCAO Brazing tests. The TSSA portion of these tests will be covered by the contractor requesting the test. Should the M.C.A. Thunder Bay decide to establish a fund, the TSSA portion of these tests may be covered by said fund.



**APPENDIX 2  
ZONE 2 SAULT STE. MARIE - LOCAL UNION 800 (S.S. MARIE)  
WAGE SCHEDULES**

Effective Dates	May 1/19	May 1/20	May 1/21
Basic Rate	42.78	43.74	44.86
Vacation Pay 10%	4.27	4.37	4.48
Welfare	3.30	3.30	3.30
Pension-hours worked	3.58	3.76	3.98
Pension-hours earned	4.99	4.99	4.99
Training-hours worked	incl.	incl.	incl.
National Organizing Fund	0.10	0.10	0.10
Article 23	0.15	0.15	0.15
Article 30	0.03	0.03	0.03
De Novo (Article 34)	0.04	0.04	0.04
Helmet to Hardhats	0.01	0.01	0.01
O.P.T.P.F. (Article 20)	incl.	incl.	incl.
OCS	incl.	incl.	incl.
Contingency Fund	incl.	incl.	incl.
Union Field Dues	incl.	incl.	incl.
Stabilization Fund-hours worked	incl.	incl.	incl.
TOTAL	59.25	60.49	61.94
Schedule O	0.10	0.10	0.10
Zone Association Fund/OCS	0.44	0.45	0.46
MIAC/WTF Funds	0.05	0.05	0.05
TOTAL	59.84	61.09	62.55

**After Tax Deductions:**

Union Field Dues: May 01, 2019	1.5%	of employees earnings (Base rate+Vacation pay)	
May 03, 2020	2.0%	of employees earnings (Base rate+Vacation pay)	
Contingency Fund: May 01, 2019	1.5%	of employees earnings (Base rate+Vacation pay)	
May 03, 2020	1.0%	of employees earnings (Base rate+Vacation pay)	
O.P.T.P.F.	0.26	0.26	0.26
OCS	0.01	0.01	0.01
Training Fund-hours worked	0.80	0.80	0.80
Stablization Fund-hours worked	0.25	0.25	0.25

Local 800 (S. S. Marie) have included in their employee earnings the "Union Field Dues", "Contingency Fund", "O.P.T.P.F." and "OCS (Ontario Construction Secretariat) Fund". Effective May 1, 2019 the Training Fund \$0.80/hr. worked shall be remitted as an after tax deduction. After tax the full amount of these funds are deducted from employees and remitted in accordance with the Local 800 (S.S. Marie) Appendix. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

Foreman 10% above base. General Foreman 15% above base  
Work Week 40 Hours

Article No.	Title	Schedule	Title
101	Hiring	A	Wages
102	Show-up Time	B	Vacation & Statutory Holiday Pay
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 Fund
109	Overtime	I	Travel Allowance





**Article 103****JOB STEWARDS**

103.1 A Job Steward shall be an employee who is a qualified Journeyman, capable of performing the regular work in accordance with the job requirements.

103.2 It is understood and agreed that the Job Stewards have their regular work to perform and that they shall be permitted time to perform their duties on the job and in no case shall they be discriminated against by the Contractors for reasons of their responsibilities.

103.3 A Job Steward shall notify the Foreman on the job before absenting himself from his work area to perform these duties and he shall report to the Foreman upon his return to his regular work.

103.4 It shall be the duty of the Job Steward to police the jurisdiction applicable to his trade and to observe conditions of employment and the conduct of the Union members to the end that the duties and obligations of members (employees) to their Union and/or Contractor and the provisions of this Agreement and complied with.

103.5 The Job Steward shall assist when required, in adjusting differences or misunderstandings which may arise out of the interpretation, application or alleged violation of this Agreement. All complaints that cannot be initially adjusted with the Contractor's representative on the job or project, will be referred to the Business Manager for further action thereon.

103.6 Job Steward's duties will only pertain to the particular Contractor they are employed by. Therefore, such Job Stewards will not interfere with other Contractors on the job site.

103.7 Job Stewards shall not be excluded from overtime hours that may be in effect on the job site if willing and where his qualifications are equal to the work to be performed.

103.8 The Job Steward shall not be laid off prior to the manpower requirements being reduced to two (2) Employees, excluding Foremen, providing the Job Steward has the trade qualifications for the work to be performed. The Contractor or his representative shall notify the Business Representative of the Union when a Job Steward is to be laid off or transferred.

103.9 The union will notify the contractor or his site representative by letter, the name of the Job Steward appointed by the Union within two (2) regular work days of such appointment.

103.10 Contractors agree to inform the Steward within a reasonable period of time of changes to manpower requirements and project schedules.

**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 designated area during the work break, provided adequate shelter is supplied.

104.2 The Contractor or Foreman and Union will arrange the time and place of the work break.

104.3 If the work break interferes with the progress of the work, the break may be staggered so that all men will not be stopped at the same time.

104.4 Where a scheduled ten (10) hour overtime work day is established, a work break not exceeding fifteen (15) minutes may be taken by an employee once in each half of the shift.

**Article 105****JOB SITE ACCOMMODATION**

105.1 Adequately heated and cooled lunchrooms or accommodation shall be provided by the Contractor on each project when necessary. The location of such lunchrooms or accommodation will be determined by the Contractor, but will be as close as possible to the work area.

105.2 Such lunchrooms or accommodation shall be weather proof and shall be kept clean and shall not be used for tool and material storage. Each such lunchroom shall be equipped with commercially sealed potable water supply as well as a refrigerator and micro-wave where practicable. A table and sufficient benches or seats for the Employees on the job shall be provided in the lunchrooms or accommodations.

105.3 The Contractor shall ensure clean sanitary facilities on the job site and abide by the Occupational Health and Safety Act.

List of Addresses and Phone Numbers of Inspectors:

Construction Safety Inspector  
390 Bay Street, Sault Ste. Marie, ON  
Phone (705) 949-3331  
Occupational Health Inspector (Construction)  
199 Larch Street, 6th floor, Sudbury, ON  
Phone 1-800-461-4000

105.4 Potable drinking water shall be supplied by the Contractor in a satisfactorily sealed sanitary container with paper cups or from an approved potable water faucet.

105.5 When corrosive, poisonous or other substances that might endanger health or safety are to be handled or used by the Employees, then those Employees will be supplied with adequate protective clothing, clean water, soap, individual towels, and wash-up facilities on Company time.

105.6 On remote Job Sites where camps must be established, the employees shall stay in such camps in lieu of 60% of the Board allowance, as set out in schedule J.1 of the collective agreement, providing the camp facility is one man per room.

When the parties to this agreement are responsible for the Building or installation of camp facilities, the following shall apply:

- a) It shall be built or installed by members of Trade Unions recognized by the Building Trades Council.
- b) Rooms to be approximately 72 square feet.
- c) One bed with Box spring mattress at least 6 feet in length, one window, one mirror, one table and one chair, one waste paper basket, one clothes closet with locking device per room.
- d) Clean linen once a week, blankets laundered out every three months, or when deemed necessary. New men to be supplied with clean blankets and sheets.
- e) One wash basin, one shower, one toilet for every five men, one washer and dryer for every 20 men.

105.7 The use of personal cellular communication devices shall be restricted to work breaks.

**Article 106**

**TOOLS**

106.1 The following tools shall be supplied by each Journeyman Plumber on a Commercial Job.

One Pair 8" Pliers    One Torpedo Level    One 5 Meter Tape

106.2 Each Journeyman Steamfitter, Steamfitter Apprentice and Plumber Apprentice shall supply:

One Pair 8" Pliers    One Torpedo Level    One 5 Meter Tape

106.3 (a) The Contractor shall supply all remaining tools and equipment required for the proper installation of all work to be performed.

(b) In operating plants, the Contractor shall provide coveralls for Employees use when the Job is of an unusually dirty nature.

106.4 The Employees must accept responsibility for the tools and personal protective equipment supplied by the Contractor or the Owner/Client, and must report the breakage or loss of such tools immediately on duplicate forms to be supplied by the Contractor. Employees willfully misusing or failing to report loss of tools shall be subject to cost of replacement.

106.5 The Contractor agrees to provide adequate protection for all tools. The Contractor accepts responsibility for normal wear and tear on return of broken or worn tools supplied by the Employer. 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



110.6 When work cannot be done during the day, such work may be done as a straight night shift of not more than eight (8) working hours for which a premium of two (2) hours shall be paid for each shift. This shift shall work only between the hours of five p.m. (5:00 p.m.) and eight a.m. (8:00 a.m.) on Monday through Friday.

110.7 All time worked on Saturdays, except as set out in Article 110.6, Sundays, or Holidays shall be paid for at the rate of Double Time. Shifts that are paid the rates of this Article shall waive shift premium.

110.8 Notwithstanding the terms of Article 110, the parties agree that the various wages and premiums that apply at the beginning of a given shift continue to apply throughout the completion of such shift.

## **Article 111 FOREMEN**

111.1 The Contractor shall appoint or demote a Foreman to Journeyman or appoint or demote additional Foremen, at his discretion as may be required.

111.2 Contractors from areas outside the Union's jurisdictional area shall be allowed to bring in one (1) Foreman, if suitable men are not available in local union. Members of Local Union 800 (S.S. Marie) shall be given preference on any additional supervision.

111.3 A Foreman's duties shall include, but not be limited to, laying out work and instructing employees in their duties.

111.4 The extent to which a Foreman shall work with the tools of the trade shall be at the discretion of the Contractor or his representative.

111.5 He shall protect and promote the interests of the Contractor on the job or in the shop at all times, within the terms of his Agreement.

## **Article 112 APPRENTICES**

112.1 The Contractor and the Union agree to fully support and implement the provisions and intent of the Ontario College of Trades and Apprenticeship Act and to be governed by all terms of the Act as in effect, or as amended. The apprentices working within the jurisdiction of Local 800 (Sault Ste. Marie) shall be indentured to the Sudbury and District Joint Apprenticeship Board or the North-Eastern Joint Apprenticeship Committee.

112.2 All Apprentices shall work under the direct supervision of a Journeyman, with the exception of fifth (5th) year Apprentices, who may work on their own, providing the Apprentice is working on a supervised project. The Sudbury and District Joint Apprenticeship Board or the North-Eastern Joint Apprenticeship Committee shall have the authority to discipline an Apprentice who has violated his contract with the Board, and such action may be postponement of advancement or cancellation of Contract with the Board. The Board shall notify the Apprentice by registered mail to his last known address before such action is taken and shall state the time and place for such a hearing. Failure of the Apprentice to appear will not be reason for the Board not to take action. No Apprentice shall work overtime if it interferes with his attending classes of any kind.

112.3 There shall be a Joint Training and Apprenticeship Committee composed of equal representatives of both Contractors and Union.

112.4 All matter or disputes pertaining to apprenticeship that cannot be mutually settled by this Committee shall be referred to the Board.

112.5 The allowable proportion of apprentices to journeymen shall be one (1) apprentice to every two (2) journeymen. Every third (3<sup>rd</sup>) member hired may be an Apprentice.

112.6 The Candidate will be accepted by the Board provided he has successfully complied with all the requirements of the Board and the Apprenticeship Act.

The Candidate must secure from the Local Union a referral slip.

The Candidate is to appear before the Board at the first meeting from the date of employment.

The Candidate will be required to fill out a Registration Form from the Ministry of Training, Colleges, and Universities.

The apprentice will be required to appear before the Board during his apprenticeship. He will be notified by REGISTERED MAIL of the location, date, and time of the meeting.

He will be informed of the reason for the meeting. If the letter indicates that his hours will be reviewed, he must bring with him all his pay stubs and a letter of evaluation from his employer. If unable to attend because he is working out of town and not returning home at night, the apprentice may mail to the Board all the necessary documents for reviewing, if reason for not attending is a valid one. Working overtime is not a valid reason. The Board must be notified 24 hours prior to the meeting. The Board will mail back all documents after reviewing same. Credit for hours worked will be given.

The apprentice must keep a record of all the hours he worked by pasting all his pay stubs in a book, or recording same in an orderly manner. All his hours must be added at the bottom of the page.

It is also the responsibility of this Board to see that every apprentice is given the opportunity to complete his apprenticeship.

**Article 113 PRE-JOB CONFERENCE**

On projects where a Contractor bound to this Collective Agreement is also bound to other I.C.I. Collective Agreements, a pre-job conference may be called at the option of either party and the parties agree to meet within 14 days.

**Article 114 STABILIZATION FUND**

Each contractor shall deduct from each hour's pay worked, or part thereof, by each employee, the sum of:

Effective May 1, 2019: \$0.25

and further agrees to remit said amount to Local 800 by the 15<sup>th</sup> day of the month following the month in which the deductions were made.

Upon written notice to the MCA Sault Ste. Marie, the hourly rate of contributions to the fund may be varied to reduced to zero at the discretion of UA Local 800 (Sault Ste. Marie) during the term of this agreement.

**Article 115 MEALS**

When Employees who have completed their regular eight (8) hour shift are required to work more than two (2) hours overtime, they shall receive an adequate hot meal initially and every four (4) hours thereafter. Such meals shall be supplied and paid for by the Contractor and be consumed during a 20 minute maximum break. In lieu of the first meal, upon mutual consent between the Contractor and the Union, the Contractor may pay the employee \$15.00. When employees have been notified during a prior shift or at dispatch that they will be required to work more than two hours overtime, the \$15.00 payment in lieu of the first meal shall be waived.

**SCHEDULES  
WAGES**

**A**

1. May 1, 2019 - \$42.78; May 1, 2020 - \$43.74; May 1, 2021 - \$44.86.

2. Foremen:

A Foreman's rate will be a minimum of \$4.28 per hour above the Journeyman rate; \$4.37 above effective May 1, 2020; \$4.49 above effective May 1, 2021.

3. General Foreman:

A General Foreman will be paid a minimum of \$6.42 per hour above the Journeyman rate; \$6.56 above effective May 1, 2020; \$6.73 above effective May 1, 2021.

4. Apprentices:

(a) Rates of Plumber and Steamfitter Apprentices will be:

1st year	50% of Journeyman's Rate
2nd year	60% of Journeyman's Rate
3rd year	70% of Journeyman's Rate
4th year	80% of Journeyman's Rate
5th year	90% of Journeyman's Rate

(b) Rates of Welder Apprentices will be:

- 1st year 50% of Journeyman's Rate
- 2nd year 70% of Journeyman's Rate
- 3rd year 85% of Journeyman's Rate

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

**B PAY FOR VACATION AND STATUTORY HOLIDAYS**

1. Vacation pay shall be paid at the rate of 10% of the hourly rate. See article 6.4 page 6 for payment method.

**C WELFARE FUND**

1. The Employer will contribute \$3.30 per hour for employee for every hour earned. This money to be paid to Local 800 Health and Welfare Fund by the 15th day of the month following. Refer to Article 30 for additional contribution related to continuation of benefits.

**D PENSION FUND**

1. The employer will contribute \$3.58 per hour for employees for every hour worked; \$3.76 effective May 1, 2020; \$3.98 effective May 1, 2021.

2. In addition, the employer will contribute \$4.99 per hour for employees for every hour earned.

3. This money to be paid to Local 800 Pension Fund by the 15th day of the month following.

**E TRAINING FUND**

Each contractor shall deduct from each hour's pay worked, or part thereof, by each employee, the sum of:

Effective May 1, 2019: \$0.80.

and further agrees to remit said amount to Local 508 Training Fund, by the 15th day of the month following the month in which the deductions were made, this fund to be jointly trusted and administered by Employer and Union. Refer to Standard Article 23 for additional Training Fund.

**F CONTINGENCY FUND**

1. Contingency Fund Dues will be 1.5% effective May 1, 2019; 1.0% effective May 3, 2020 of employees earnings. The employer will deduct this amount from the employees wages and remit it, along with the monthly and travel card dues, to Local Union 800 no later than the 15th day of the month following the month in which the deductions were made.

**G INDUSTRY FUND**

1. Each Contractor Bound by this Collective Agreement in the jurisdiction of Local Union 800 (S.S. Marie) shall contribute \$0.44 per hour worked by each employee to the Mechanical Contractors Association of Sault Ste. Marie; \$0.45 effective May 1, 2020; \$0.46 effective May 1, 2021. This amount shall be remitted along with Welfare, Pension, Bill 162, and O.P.T.P.F. as per the current Local Union 800 (S.S. Marie) Employer Contribution Form.

All contractors will forward, by mail or electronic mail, an identical copy of the Local 800 (S.S. Marie) Employer Contribution Form submitted to the administrator, to the Mechanical Contractors Association of Sault Ste. Marie. This is to be submitted by the fifteenth (15<sup>th</sup>) day of the month following the month in which the reported hours were worked.

**H FIELD DUES**

1. Field Dues will be 1.5% effective May 1, 2019; 2.0% effective May 3, 2020 of employee's earnings, the Employer will deduct this amount from the employee's wages and remit this amount along with the Monthly and Travel Card Dues to Local Union 800 no later than the 15th day of the month following the month in which the deductions were made. All funds in the above schedules C, D, E, F, G and H, up to

and including the last pay period of each month, shall be remitted to the Local Union 800 funds by the 15th of the month following the month in which those funds were earned.

## **I TRAVEL ALLOWANCE**

1. There shall be a Free Travel Zone extending 25 Road km from the City Hall in Sault Ste. Marie. Refer to Article 37 Re: the Standard Provincial Travel Free Zone – which supersedes this Schedule, where in conflict.
2. Mileage beyond the free travel zone shall be paid at the rate of: 65 cents per km; to a maximum of 40 kms each way.
3. In going to work, outside the established free zone returning daily, the workman shall be on the job at the regular starting time and work a full regular work shift.
4. When an employee is transferred between jobs, during working hours and provides his own transportation, he shall be reimbursed by the sum in 2. above for miles in addition to his hourly rate.

## **J BOARD ALLOWANCE**

A member sent by a Contractor to work on a job beyond 40 kms from the Free Zone Limit within the jurisdiction area of Local Union 800 (S.S. Marie) shall:

1. Be paid hourly Board Allowance as follows based on 40 hours per week minimum and to a maximum of 8 hours per day:
  - Projects beyond 40 km up to 79 km - \$8.07 per hour.
  - Projects beyond 80 km up to 149 km - \$14.27 per hour.
  - Projects beyond 150 km up to 249 km - \$17.16 per hour.
  - Projects beyond 250 km up to jurisdictional boundary - \$20.56 per hour.
2. Be paid Board Allowance on any Statutory Holiday stipulated in Article 6. "Holidays", if he has worked the regular hours on the working day immediately preceding such Holiday and the regular hours on the working day immediately following such Holiday.
3. Be paid Board Allowance for a full day if sent home because of job conditions.
4. Schedule J.1 shall apply only to hours worked if a member is discharged for proper cause or terminates his employment voluntarily. Such employee shall not be referred back to that job for 30 days from date of discharge.
5. For work on scheduled shutdown repairs, maintenance and alterations, of 3 work days duration or less, the employer shall have the option in lieu of J 1., to reimburse employees sent to such work on the basis of regular pay for reasonable time spent traveling, as well as actual expenses incurred for meals, rooms and personal vehicle expenses as per schedule I 2. This provision shall be in effect until April 30, 2022 or until 30 days following receipt, in writing, from either party, or a request for its termination.

## **K UNION DUES CHECK-OFF**

1. There will be a check-off Union Dues and the same to be forwarded to the Union Office by the 15th of the month following.

## **L LATE REMITTANCE OF BENEFITS AND UNION DUES**

1. See Article 41 – Funds Remittance Process/Penalties.

The failure to pay each month shall constitute a separate offense, and shall subject the contractor to the 10% payment. Thereafter, interest shall run at the rate of 2% per month (24% per year compounded monthly) on any unpaid arrears, including liquidated damages.

## **M COMMERCIAL OR INSTITUTIONAL CONSTRUCTION OR SERVICE**

1. The conditions of this Schedule apply to all mechanical equipment, material and labour pertaining to the plumbing and pipefitting industry carried out in the commercial or institutional areas. This Schedule also applies to the servicing of all commercial and institutional buildings.
2. All employees transferring to and from work described in this schedule and work in the industrial area, shall obtain referral slips from the union.

3. The Journeymen base rate for work covered by this schedule, shall be 90% of the regular ICI rate specified in Schedule A. Foremen and Apprentices shall receive their percentages (as specified in Schedule A) of the applicable 90% base rate. All other Terms and Conditions of Appendix 2 and the Standard Provincial Articles of this agreement shall apply.

4. Overtime beyond the normal hours of work shall be paid at the rate of time and one half (1½) for all such hours worked Monday through Saturday. All other hours including statutory holidays (Article 6.1) will be paid at double time, with the exception of shift work.

5. This Schedule shall be in effect until April 30, 2022 or until 30 days following the receipt, in writing, from either party, of a request for its termination. Upon such termination, the conditions of this Schedule shall continue to apply to all work bid prior to such termination and continuing in progress until such work is complete.

## **N INDUSTRIAL MAINTENANCE AND REPAIR**

1. The conditions of this schedule shall apply to all mechanical equipment, material and labour pertaining to the plumbing and pipefitting industry when applied to industrial maintenance and repair work only.

2. It is understood that maintenance and repair work, for the purposes of this schedule is work that is included in scheduled "down days" and "shut downs" of industrial plants, it does not include Furnace shutdowns and rebuilds or other work of a major long term nature. The application of this schedule to any work beyond this scope must be pre-approved in writing by the union.

3. This agreement shall not include the installation of any new equipment, systems or design alterations.

4. The journeyman base wage rate for work covered by this schedule shall be 95% of the regular I.C.I. rate specified in Schedule A. Foreman and apprentices shall receive their respective percentages (as specified in Schedule A) of the applicable 95% base rate. All other terms and conditions of Appendix 2 and the standard provincial articles of the agreement shall apply.

5. The requirement for 2 hours pay on layoff is waived for work covered by this schedule.

6. Overtime beyond the normal hours of work shall be paid at the rate of time and one half (1 ½) for all such hours worked Monday through Saturday. All other hours including statutory holidays (Article 6.1) will be paid at double time, with the exception of shift work.

7. All employees transferring to and from work described in this schedule and work in the industrial area, shall obtain referral slips from the Union.

8. A contractor may recall members who have been in his employ during the past 12 Months if training and experience acquired by such members on previous projects is relevant and necessary to complete the work for which the recall is being exercised. The union shall have the right to substitute a member possessing the same training and experience and who is higher on the union's out of work list. Employees obtained under this article shall not be transferred to work covered by other schedules and conditions.

9. This schedule shall be in effect until April 30, 2022, or until 30 days following receipt in writing from either party, of a request for it's termination. Upon such termination, the conditions of this schedule shall continue to apply to all work described above that has been bid prior to such termination, and continues in progress until such work is complete.

## **O HEALTH AND SAFETY TRAINING**

1. The Union agrees the Health and Safety programs to be delivered are: WHMIS 2015, Confined Space Awareness, Working at Heights, Worker Health and Safety Awareness Training, Construction Health and Safety Awareness Training (CHSAT) and such other provincially mandated Health and Safety Training Programs.

2. Employers agree to add \$.10 cents per hour worked effective May 28, 2007 to the UA 508 Training Fund to cover the costs related to the delivery of such Training.

3. The 10 cents per hour worked will be noted as a separate item in the wage schedule.



4. The Union agrees that written verification of the status of such training will be made available to employer on request at the time of dispatch.
5. The parties agree to meet within a reasonable period of time to re-examine the costs related to this Article and to adjust them to their mutual satisfaction upon receiving a written request to do so from the Union.



**APPENDIX 3  
ZONE 3 SUDBURY - LOCAL UNION 800 (SUDBURY)  
WAGE SCHEDULES**

Effective Dates	May 1/19	May 1/20	May 1/21
Basic Rate	42.70	43.67	44.70
Vacation Pay 10%	4.27	4.37	4.47
Welfare	3.30	3.30	3.30
Pension	8.47	8.67	8.88
Training	incl.	incl.	incl.
Article 23	0.15	0.15	0.15
Article 30	0.03	0.03	0.03
National Organizing Fund (hrs worked)	0.10	0.10	0.10
De Novo (Article 34)	0.04	0.04	0.04
O.P.T.P.F. (Article 20)	0.26	0.26	0.26
Helmets to Hardhats	0.01	0.01	0.01
Union Field Dues	incl.	incl.	incl.
Stabilization Fund - hours worked	1.00	1.00	1.00
<b>TOTAL</b>	<b>60.33</b>	<b>61.60</b>	<b>62.94</b>
Zone Association Fund	0.54	0.55	0.56
MIAC/WTF Funds	0.05	0.05	0.05
Work Readiness Training (WRT)	0.10	0.10	0.10
<b>TOTAL</b>	<b>61.02</b>	<b>62.30</b>	<b>63.65</b>
<b>After Tax Deductions:</b>			
Union Field Dues	1.5%	2%	2%
Training Fund	0.80	0.80	0.80
Contingency Fund	1.5%	1%	1%
OCS	0.01	0.01	0.01

Local Union 800 (Sudbury) have included in their Employee earnings Base Rate, the Union Field Dues, Contingency Fund, Training and OCS (Ontario Secretariat) Funds. After tax the full amount of each fund is deducted from the Employees' Base Rate and remitted in accordance with the Local 800 (Sudbury) Appendix. The O.P.T.P.F. and Organizing Fund are also taxed. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

Foreman - \$4.40 above Journeyman's rate      Work Week - 40 hours

Article No.	Title	Schedule	Title
101	Hiring	A	Wages
102	Show-up Time	B	Vacation & Statutory Holiday Pay
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 Promo. Fund
109	Overtime	I	Travel Allowance
110	Shift Work	J	Board Allowance
111	Foremen	K	Rules and Regulations - Article 112
112	Apprentices	L	Residential Construction
113	Notices and Leave of Absence		
114	Off Hours Work	M	Commercial or Institutional Construction or Service
115	Meals		
116	Punch Clocks	N	Union Dues Check Off
117	Pre-Job Conference		
118	Preference of Employment		
119	Stabilization Fund		
120	WRT Fund		

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

**APPENDIX 3**  
**ZONE 3 SUDBURY - LOCAL UNION 800 (SUDBURY)**

**Article 101** **HIRING**

101.1 The Contractor agrees to hire members of Local 800 (Sudbury), as long as the Union is able to supply members to take care of the needs of the Contractor, and the Contractor when hiring shall give to the Union fair notice of their requirements, which shall be at least five (5) regular working days. Such member shall have his Certificate of Qualification for the trade required.

101.2 When a member first reports to work for a Contractor, he shall, within five (5) regular working days, give the Contractor or his representative, his Social Insurance Number.

101.3 If the Union cannot supply members of the United Association Local 800, the Union will supply members who are members of the United Association, belonging to Sister Locals.

101.4 When eight (8) or more members are employed by any one Contractor, every 8th member shall be fifty-five years or over, if available.

101.5 No member shall commence work without first having received a referral slip from the Local Union or arranged to have a referral slip issued through the Union office.

101.6 Resident employees and/or members shall have preference of employment in their respective Town or City, with Contractors signatory to this Agreement, subject to Article 36; and other than transfers as in Article 101.8 and name hiring as in Article 101.7(a).

101.7 Unemployed members of Local 800 (Sudbury) may be requested and hired as Journeymen in charge at any time providing said member would immediately be in charge of a crew.

Unemployed members of Local 800 (Sudbury) who have properly signed on the Union's Out-of-work list are to be employed according to the 50/50 hiring procedure outlined in Article 36.

Name hiring shall apply to members of Local 800 (Sudbury) only. A member of Local 800 who has quit his employment shall be registered at the bottom of the Union's Out-of-work list and will not be allowed to be name hired for 14 calendar days except foremen.

101.8 Transfer of employees may be effected from area to area only to projects that are smaller than five hundred thousand dollars "total cost of Mechanical Project", but resident members who are available will be hired first before transfers of employees are effected to projects that are five hundred thousand or greater.

101.8A Members may be transferred back to their own area regardless of size of project, on commercial and institutional jobs only. On Industrial projects permission must be granted from Union.

101.9 The Employer may transfer only one (1) employee in Supervisory capacity from area to area on projects over five hundred thousand dollars.

101.10 Refer to Article 36 Re: Standard Provincial Hiring and Mobility provisions including recall provisions – which supersede any conflicting provisions in this Article 101.

**Article 102** **SHOW-UP TIME**

102.1 (A) An employee who reports for work on schedule and is informed that no work is available, shall be paid three (3) hours at his applicable rate and all other applicable benefits. He may, however, be required to perform other work of his trade as directed by the Contractor or his representative.

102.1 (B) If an employee leaves the jobsite on his own volition prior to three (3) hours paid for show up time, he shall be paid for time spent on the job only. Any exception shall be approved by the Contractor.

102.2 If an employee has started work and the work cannot proceed, the employee so affected shall receive his applicable rate of pay for the time spent working on the job, but not less than three (3) hours pay, and all applicable benefits. He may, however, be required to perform other work of his trade as directed by the Contractor or his representative.

102.3 An Employee may be instructed by the Contractor or his representative by phone or verbally, not to report to work due to conditions beyond the control of the Contractor.

### **Article 103**

### **JOB STEWARDS**

103.1 A Job Steward shall be an employee who is a qualified Journeyman, capable of performing the regular work in accordance with the job requirements.

103.2 It is understood and agreed that the Job Stewards have their regular work to perform and that they shall be permitted time to perform their duties on the job and in no case shall they be discriminated against by the Contractors for reasons of their responsibilities.

103.3 A Job Steward shall notify the Foreman on the job where practical, before absenting himself from his work area to perform these duties and he shall report to the Foreman upon his return to his regular work.

103.4 It shall be the duty of the Job Steward to police the jurisdiction applicable to his trade and to observe conditions of employment and the conduct of the Union members to the end that the duties and obligations of members (employees) to their Union and/or Contractor and the provisions of this Agreement and complied with.

103.5 The Job Steward shall assist when required, in adjusting differences or misunderstandings which may arise out of the interpretation, application or alleged violation of this Agreement. All complaints that cannot be initially adjusted with the Contractor's representative on the job or project, will be referred to the Business Manager for further action thereon.

103.6 Job Steward's duties will only pertain to the particular Contractor they are employed by. Therefore, such Job Stewards will not interfere with other Contractors on the job site.

103.7 Job Stewards shall not be excluded from overtime hours that may be in effect on the job site if willing and where his qualifications are equal to the work to be performed.

103.8 Job Steward shall have preferred seniority in the event of a reduction in work force where his qualifications are equal to the work to be performed.

103.9 The union will notify the contractor or his site representative by letter, the name of the Job Steward appointed by the Union within two (2) regular work days of such appointment.

### **Article 104**

### **WORK BREAK**

104.1 The Contractor will grant one fifteen minute rest period in the morning and one fifteen minute rest period in the afternoon and at commencement of overtime from Monday to Sunday, inclusive.

Rest periods shall also apply on any shift work and on overtime of more than two (2) hours duration. These fifteen minute rest periods may be taken in the employees lunchroom or at place of work if Union agrees.

104.2 The Contractor or the Foreman will arrange the time of the rest period.

104.3 If the rest period interferes with the progress of the work, the break may be staggered so that all men will not be stopped at the same time.

104.4 By mutual agreement between the Union and the Employer, where a scheduled ten (10) hour overtime work day is established, the work breaks shall be two (2) breaks of fifteen (15) minutes each.

## **Article 105**

### **JOB SITE ACCOMMODATION**

105.1 The Contractor agrees to provide on projects, sufficient lunch and changeroom facilities which shall be properly heated or cooled where practicable and shall have a fridge and microwave where practicable and kept in a clean and sanitary condition by both workmen and Contractor.

105.2 Lunch and changerooms shall be within reasonable walking distance of the employees' place of work.

105.3 Decent toilets that are heated and have running water where practicable shall be provided or made available for the use of workmen/women from the start of the project and within reasonably easy access of their places of work so that there is at least one toilet for every twenty or fewer workmen/women on the project at any one time.

105.4 Every toilet shall be constructed so that any user is sheltered from view and protected from the weather and from falling objects, having natural or artificial illumination; be provided with flush toilets where practicable and adequate supplies of toilet paper and hot and cold water where practicable and soap and hand towels and disinfectant and be maintained in a clean and sanitary condition.

105.5 An adequate supply of pure drinking water shall be kept readily accessible for workmen. The drinking water shall be supplied from a piping system or from a clean covered container having a drain faucet. No person shall be required to, or shall use a dipper or drinking cup in common with other persons, in accordance with the Construction Safety Act.

105.6 Washing facilities with adequate hot and cold running clean water where practicable, soap and individual towels shall be provided for workmen who use and handle corrosive, poisonous or other substances likely to endanger their safety or health.

105.7 The Contractor will arrange for parking space for Employees' vehicles that is within reasonable walking distance of the job site.

105.8 The use of personal cellular communication devices shall be restricted to work breaks in the work break location.

105.9

### **CAMP CONDITIONS REMOTE AREAS**

105.9(A) If employees use camp facilities they shall be charged no more than the daily board payable under Section J Item 2 of this agreement.

B If no roads are available to project, flight or train costs shall be paid by employer.

C It shall be determined at the pre-job conference the number of days employee spends on the project and the regularity of trips.

D Traveling allowance defined under Section I shall be paid upon hiring and lay-off or termination if no agreement is reached at pre-job meeting.

## **Article 106**

### **TOOLS**

106.1 Each Journeyman Steamfitter, Steamfitter Apprentice and Plumber and Plumber Apprentice shall supply:

- One sixteen (16) foot measuring tape
- One Torpedo level
- One channel lock pliers

Each Welder shall supply: One sixteen (16) foot measuring tape.

106.2 The Contractor shall supply all remaining tools and equipment required for the proper installation of all work to be performed.

106.3 The employees must accept responsibility for the tools supplied by the Contractor and must report the breakage or loss of such tools immediately, on duplicate forms to be supplied by the Contractor. Employees willfully misusing or failing to report loss of tools shall be subject to cost of replacement.

106.4 The Contractor agrees to provide adequate protection and storage for all tools issued and accept responsibility for normal wear and tear on return of broken or worn tools. Tools shall be kept in good condition at all times.

106.5 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 suitable tool box with hasp and lock.

106.6 Employees shall be given time before and end of the shift in order to return company tools and equipment to the crib or stores, daily and in the event of lay-off.

**Article 107                    EMERGENCY REPAIRS ON EXISTING  
DOMESTIC, RESIDENTIAL AND  
COMMERCIAL BUILDINGS ONLY**

107.1 All overtime work of any emergency repair nature, where life may be endangered or property damaged, shall be done at the regular rate of pay up to two (2) hours. If the work takes less than one (1) hour and if it is necessary to call a workman from his home, he shall be paid for his traveling time to and from his home.

107.2 In finishing up a repair job on the regular working day, if to finish will not take more than one (1) hour's time, it will be done at the regular rates of wages including all applicable benefits. If to finish takes longer than one (1) hour, overtime shall be paid at the rate of time and one-half (1 1/2) up to 12:00 p.m. midnight. Double time will apply thereafter.

**Article 108                    HOURS OF WORK**

108.1 The Hours of work will be 40 hours per week, Monday through Friday inclusive, 8:00 a.m. to 4:30 p.m. with ½ hour off for lunch. Starting and quitting times may be changed to 7:00 a.m. to 3:30 p.m. or 7:30 a.m. to 4:00 p.m. with written consent from both the Contractor Office and Union Business Manager. Refer to Standard Article 33 regarding further flexibility in scheduling work hours.

108.2 REMOTE JOB SITES. Projects that are beyond the FREE travel zone of 32 KM radius from Sudbury, or Timmins, or North Bay, or Kirkland Lake or Elliot Lake may alter the work hour schedule and work week. This change must have written approval from ALL CONTRACTORS ON THE PROJECT and UNION BUSINESS MANAGER.

108.3 On remote job projects where working a 4 day 10 hour work week all hours are to be paid at straight time. Hours worked in excess of 10 hours will be paid in accordance with the overtime rates established in the appendices. All benefits shall apply for a 5 day work week basis.

108.4 On remote job projects where working a 4 day 10 hour work week and scheduling requires the work week change to a 5, 6, or 7 day 10 hour shifts, the pay schedule shall revert to the standard 8 hours regular time pay and 2 hours of OT pay.

108.5 On remote job projects where working a 4 day 10 hour work week and a statutory holiday falls on one of the work days, hours worked in excess of 32 hours per week shall be paid at OT rates. This condition can only be changed with the WRITTEN approval of the UNION BUSINESS MANAGER.

**Article 109                    OVERTIME**

109.1 All hours worked on Saturdays and Sundays and Statutory Holidays named in Article 6.1 shall be paid at double the employee's applicable hourly rate received on ordinary or shift work.

109.2 All hours worked in excess of the ordinary hours per day or shift, shall be paid for at double the employee's applicable hourly rate received on ordinary or shift work. The double time rate will continue to be paid until the employee is sent home for a full eight (8) hour period.

109.3 Should it become necessary to work overtime on any portion of a job or project, the crew or crews performing the job, including the immediate man or men in charge shall work the overtime.

109.4 Where only a portion of the crew or crews are required to work overtime, and such overtime is to continue day to day, then a roster shall be established dividing the overtime equally among the crew or crews. Employees, crew and/or crews must be qualified to perform the work required..

109.5 Call in for any I.C.I. project shall receive a minimum of two (2) hours double time pay.

**Article 110                    SHIFT WORK**

110.1 If shift work should become necessary, in addition to the regular hours of work, one full additional shift must be worked in each twenty-four (24) hour period. Shift work must be worked for at least three (3) consecutive days including

weekends and holidays. These may be based on consecutive regular work days, weekends or holidays, providing the applicable weekend and/or holiday premiums are paid. All other shift work that may be necessary of a lesser duration than the three (3) day qualification, shall be paid for at double the applicable rate of pay. Refer to Standard Articles 32 and 33 regarding special condition hours of work.

110.2 A shift commencing anytime after 9:00 a.m. and prior to 7:00 p.m. shall work 8 hours and constitute an afternoon shift. An hourly premium of 15% shall be added to the basic rate.

A shift commencing anytime between 7:00 p.m. and 2:00 a.m. shall work 8 hours and constitute a night shift. An hourly premium of 20% shall be added to the basic rate.

110.2 (a) A shift commencing anytime before the regular shift time will be paid at overtime rates until the commencement of that regular shift. ie: A regular day shift starting at 8:00 a.m. starts at 6:00 a.m. will be paid 2 hours of overtime. The regular shift begins at 8:00 a.m. and ends at 4:30 p.m. This will be paid at regular time. Should the starting and finishing time vary, the same rules would apply, but only with the consent of the Contractor and the Union.

### **Article 111 JOURNEYMAN IN CHARGE (FOREMAN)**

111.1 The Contractor shall appoint or demote a Journeyman in Charge to Journeyman or appoint additional Journeymen in Charge at his discretion as may be required.

111.2 A Journeyman in Charge duties shall include but not be limited to, laying out work and instructing employees in their duties.

111.3 The journeyman in Charge shall project and promote the interest of the Contractor on the job or in the shop at all times, within the terms of this Agreement.

111.4 Positions for Journeyman in Charge shall be offered to members of Local 800 (Sudbury) first; except where the provisions of Article 36B apply.

111.5 Job foreman shall mean: A qualified Journeyman who is elevated by his employer to lay out work and who shall within the terms of this agreement instruct other members of his respective trade.

### **Article 112 APPRENTICES**

112.1 All Apprentices working within the jurisdiction of Local Union 800 (Sudbury), shall be indentured to the Sudbury and District Joint Apprenticeship Board or the North-Eastern Joint Apprenticeship Committee.

The Sudbury and District Joint Apprenticeship Board or the North-Eastern Joint Apprenticeship Committee shall each be made up of two Journeymen appointed by Local Union 800 (Sudbury), two members appointed by the Mechanical Contractors Association of Sudbury, and the fifth member shall be appointed by the above appointed members and be approved by the Department of Labor. Rules and Regulations clarifying Article 112 are attached hereto in the form of Schedule "K" and form part of the Agreement.

112.2 The allowable proportion of apprentices shall be one apprentice to every three journeymen or as set out by Sudbury and District Joint Apprenticeship Board.

All Employers of Apprentices shall satisfy the Sudbury and District Joint Apprenticeship Board of their qualifications to train Apprentices.

The Sudbury and District Joint Apprenticeship Board or the North-Eastern Joint Apprenticeship Committee shall have the authority to discipline an Apprentice who has violated his contract with the Board, and such action may be postponement of advancement or cancellation of Contract with the Board. The Board shall notify the Apprentice by registered mail to his last known address before such action is taken and shall state the time and place for such a hearing. Failure of the Apprentice to appear will not be reason for the Board not to take action.

Every third (3rd) member hired may be an Apprentice.

112.3 No Apprentice shall work overtime if it interferes with his attending classes of any kind.



112.4 Effective January 1, 1974 the financing of the Joint Apprenticeship Board shall be by the Mechanical Contractors Association of Sudbury and Local Union 800 (Sudbury).

112.5 All Apprentices shall work under the direct supervision of a Journeyman, with the exception of fifth (5th) year Apprentices, who may work on their own, providing the Apprentice is working on a supervised project.

**Article 113 NOTICES AND LEAVE OF ABSENCE**

113.1 The Contractor agrees to allow wall space in the shops or buildings, to post notices of Union Meetings or General Union Business.

113.2 The Contractor agrees to grant leave of absence to any Employee or Employees for Union Business, provided that the request in writing is signed by the Union Officers.

**Article 114 OFF HOURS WORK**

114.1 The Union agrees that its members shall not engage in off hours work.

**Article 115 MEALS**

115.1 Employees who have completed their regular work day or shift and are required to work over two (2) hours overtime, will receive a hot meal of his choice, supplied and paid for by the Contractor. Costs of meals shall be a maximum of \$15.00 per Employee. Meals shall be supplied as soon as possible after the end of the regular day or shift. Meals and time out to eat shall be supplied every four (4) hours of continuous overtime worked per Employee.

115.2 If the majority of Employees and the Contractor agree, the employees shall receive \$20.00 meal allowance in lieu of the dinner breaks as per 115.1 above. A Coffee break will be allowed at this time.

115.3 On a scheduled 12 hour shift, the employee shall supply his own meal. He shall receive a lunch break at the 10 hour point in the shift. This Article will not apply to unscheduled over time.

**Article 116 PUNCH CLOCKS**

116.1 On all Heavy Industrial projects, members of Local 800 (Sudbury) will not punch time clocks or pick up brass.

**Article 117 PRE-JOB CONFERENCE**

117.1 Prior to the start of any project within the territorial jurisdiction of Local Union 800, United Association, the Contractor or Contractors in question will hold a pre-job conference with Local 800 (Sudbury) Officers and Representatives of Mechanical Contractors Association of Sudbury. During the course of this conference, any item within this Collective Agreement may be examined. Neither parties at the aforementioned conference shall have any authority to alter, amend or otherwise change the terms of this Collective Agreement.

**Article 118 PREFERENCE OF EMPLOYMENT**

118.1 In the event of lay-off, preference of employment shall be given to qualified members who have been designated as area residents in the area where the work is being performed, subject to Article 7 of this Provincial Agreement.

118.2 On lay-off the Contractor may keep the last six (6) men of his choice regardless of which area they come from, Timmins, Kirkland Lake, Elliot Lake, Sudbury or North Bay.

**Article 119 STABILIZATION FUND**

119.1 MCA Sudbury and U.A. Local 800 (Sudbury) have agreed to establish a fund to provide subsidies to Contractors bound by this Collective Agreement in the geographic area of Zone 3 under certain conditions.

Upon written notice to the MCA Sudbury, the hourly rate of contributions to the Fund may be varied, or reduced to zero, at the discretion of U.A. Local 800 (Sudbury) during the term of this Agreement.

U.A. Local 800 (Sudbury), will administer this Fund.

Any Contractor desiring to apply for a subsidy from this Fund may obtain the details of the procedures to be followed from MCA Sudbury or U.A. Local 800 (Sudbury).

**Article 120 WORK READINESS TRAINING (WRT) FUND**

120.1. Each Contractor bound by this agreement shall contribute 10 cents per hour worked by each employee covered by this agreement to the Safety Fund; and remit such contributions with Health, Welfare and Pension contributions.

120.2 This fund will be collected and administered by Local 800 (Sudbury) with no fees for same.

120.3 This fund will be for membership safety training and local indoctrinations, as the Trustees determine. The fund is not to be used to cover costs of covered items listed in Article 4 Safety.

120.4 The Union agrees that UA Local 800 members in good standing dispatched from the hall shall be currently trained in WHMIS, Working at Heights (WAH), Confined Space Awareness, Norcat General Orientation, Zes and Zes Update, Vale Golden Rules, Domtar General Orientation, as well as, applicable mandatory Health and Safety Orientation Training that may be required (exclusive of owner/client site specific requirements). Fees related to applicable mandatory Health and Safety Orientation that may be required by an Owner/Client, exclusive of site specific requirements, shall be paid from this Fund.

**SCHEDULES  
PAYMENT OF WAGES**

**A**

1. Rates of pay for Journeyman, per hour:

May 1, 2019	\$42.70
May 1, 2020	\$43.67
May 1, 2021	\$44.70

Rates of pay for Journeymen performing work as defined in Schedule L, para. 1, shall be calculated at 80% of the basic rates set out above.

2. Rates of pay for Journeyman in Charge (Foreman) shall be \$4.40 per hour above the Journeyman's rate.

3. A Journeyman in Charge who is in charge of more than one crew shall negotiate his own rate of pay.

**4. Schedule of Monetary Payments**

Effective Dates	Hourly Rates	Vac. Pay	Health & Welfare	Pension	Contr. Ind. Fund	Art. 23	Art. 30
May 1, 2019	\$42.70	10%	\$3.30	\$8.47	.54	.15	.03
May 1, 2020	\$43.67	10%	\$3.30	\$8.67	.55	.15	.03
May 1, 2021	\$44.70	10%	\$3.30	\$8.88	.56	.15	.03
Denovo	OTPPF	Organizing Fund	MIAC/WTF	Stab. Fund	Helmets/ Hardhats	WRT	Union Dues
.04	.26	.10	.05	1.00	.01	.10	incl.
.04	.26	.10	.05	1.00	.01	.10	incl.
.04	.26	.10	.05	1.00	.01	.10	incl.

## DEDUCTIONS

Union Dues Promotional Deduction Fund	Training Fund	OCS Fund	Contingency
1.5%	.80	.01	1.5%
2%	.80	.01	1%
2%	.80	.01	1%

5. Rates of Pay per hour for Apprentices will be as follows:

Effective:	May 1/19	May 1/20	May 1/21
1st year - 50%	\$20.90	\$21.38	\$21.90
2nd year - 60%	\$25.25	\$25.84	\$26.45
3rd year - 70%	\$29.62	\$30.30	\$31.02
4th year - 80%	\$33.98	\$34.75	\$35.58
5th year - 90%	\$38.34	\$39.21	\$40.14

(which, in response to necessary adjustments for the stabilization fund established in August 1997, are based on: applying the noted percentage level to the total of the Journeyman's Base Rate+Vacation Pay+Stabilization Fund Contribution; subtracting the Journeyman's stabilization fund contribution level; and then breaking the resulting total figure down into base rate and vacation pay portions)

6. Should the stabilization Fund cease operation/application by Local 800 (Sudbury), rates of Pay for Apprentices indentured after June 3, 1995, will be paid, per hour (based on similar approach noted in 5. above) as follows:

- 1st year - 40%
- 2nd year - 50%
- 3rd year - 60%
- 4th year - 70%
- 5th year - 80%

7. Rates of Pay for Apprentices in Residential Construction and Repair Work shall be calculated using an approach similar to that noted in 5. above, noting that the Journeyman base rate to be used is 80% of the regular Journeyman's base rate.

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

### **B PAY FOR VACATION AND STATUTORY HOLIDAYS**

Vacation Pay and Statutory Holidays shall be paid at the rate of ten (10) percent, weekly, rate to be based on gross wages. See Article 6.4 page 6 for payment method.

### **C & D HEALTH, WELFARE AND PENSION**

1. The Contractor shall contribute to Local 800 Health, Welfare and Pension Trust Fund, for every hour worked by each of his Employees, the following:

FOR HEALTH & WELFARE:

\$3.30 per hour. Refer to Article 30 for additional contribution related to continuation of benefits.

FOR PENSION:

\$8.47 per hour; \$8.67 effective May 1, 2020; \$8.88 effective May 1, 2021.

Contribution forms shall be supplied by Local 800. These forms will be completed and forwarded with cheques for the contributions to the trustees designated by Local 800 before the 15th of every month following that in which the contributions were due.

2. See Article 41 – Funds Remittance Process/Penalties.

3. On one month's notice, the Contractor shall check off increased amounts of employee's wages for the Health, Welfare and Pension Fund when authorized by the Union, but in no case shall the total gross wage package change; including all fringes.

4. On one month's notice, the Contractor shall reduce Health, Welfare and Pension Fund contributions when authorized by the Union. The full amount of reductions shall be passed on to Employees in the form of wages, but in no case shall the total gross wage package change; including all fringes.

**E TRAINING FUND**

1. Each Contractor shall deduct from each hour's pay worked, or part thereof, by each employee, the sum of:

Effective May 1, 2019 .....80c

and further agrees to remit said amount to the Trustees or their administrator as established under a declaration of trust entered into by the parties. Refer to Standard Article 23 additional Training Fund.

2. Remittances to be made monthly by cheque, prior to the 15th day of the month following that in which said hours were worked and to be accompanied by a list of the employees from whom the deductions were made. Forms for making the remittances shall be provided by the Union.

**F CONTINGENCY FUND**

1. Each Contractor shall deduct from each hours pay worked, or part thereof, by each employee, for CONTINGENCY FUND, the sum of:

Effective May 1, 2019.....1.5% of Employees Earnings (Base Rate + Vac. Pay)

Effective May 1, 2020.....1% of Employees Earnings (Base Rate + Vac. Pay)

**G INDUSTRIAL FUND**

Each Contractor bound by this Agreement shall contribute 54 cents; 55 cents effective May 1, 2020; 56 cents effective May 1, 2021 per hour earned by each employee covered by this Agreement; and remit such contributions with Health, Welfare and Pension contributions.

Benefit Contributions payable hereunder. Such amounts on receipt shall immediately be paid to the Association as each Employer's contribution for the general purposes of the Zone Association including the cost of negotiating and administering this Agreement.

**H UNIONS DUES PROMOTIONAL DEDUCTION FUND**

1. Each Contractor agrees to deduct for each hour's pay worked, or part thereof, by each employee, the sum of:

Effective May 1, 2019....1.5% of Employees Earnings (Base Rate + Vac. Pay)

Effective May 1, 2020.....2% of Employees Earnings (Base Rate + Vac. Pay)

and further agrees to remit said amount to the Secretary-Treasurer of the Union Dues Promotional Deduction Fund.

2. Necessary forms shall be supplied by the Union. The Contractor will complete these forms and forward them with cheques for the deductions to the secretary-treasurer designated by Local Union 800 (Sudbury), before the 15th of every month following that in which the deductions were made and due. Cheques shall be made payable to "United Association Union Dues", and mailed to Secretary-Treasurer, United Association, Local 800 (Sudbury), 1640 Bancroft Drive, Sudbury, Ontario P3B 1R8.

3. The fund shall be administered by the Union.

4. Without limiting the generality of the term "Promotion", and without limiting the terms of the said fund, the purpose and intent of this fund shall be to make any and all expenditures necessary to assist members; to promote the Union, the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada; the Plumbing and Pipe Fitting Industry and any other matter deemed proper by the Union.

**I MILEAGE, TRAVEL TIME AND EXPENSES**

1. Mileage within the eighty (80) km limit of Sudbury, Elliot Lake, North Bay, Kirkland Lake and Timmins.

Employees working on jobs that are beyond a thirty-two (32) km radius and up to eighty (80) km limit from the cities of Sudbury, Elliot Lake, North Bay, Kirkland Lake, and Timmins Federal Post Office Buildings, will be paid mileage allowance of 60 cents per km. Mileage to be calculated from the boundary of the free travel zone (existing 25 km respectively from the Sudbury, Elliot Lake, North Bay, Kirkland Lake, and Timmins Federal Post Office Buildings). This mileage is to apply to and from the job site and is to be traveled on the employee's time.

2. Travel Time and Expenses Outside the eighty (80) km limit of Sudbury, Elliot Lake, North Bay, Kirkland Lake, and Timmins.

a. On jobs beyond the eighty (80) km limit of Sudbury, Elliot Lake, North Bay, Kirkland Lake and Timmins, where members are sent out to work from whence they do not return daily, they shall be paid the following amounts as set out in paragraph b, c, and d.

b. On hiring and layoff and termination, a travel allowance of \$131.25 shall be paid within nine (9) working days. If the employee quits within ten working days, the traveling allowance shall be deducted from last pay period, unless the employee has a valid reason for quitting. A fifty dollar (\$50.00) advance may be given to the employee if so requested.

c. On industrial jobs beyond the eighty (80) km limit of areas defined in paragraph a, the employee shall also receive an additional board allowance of \$2.20 per hour worked based on a forty hour week maximum.

OR

d. On Commercial and Institutional jobs beyond 80 km to 160 km limit of Sudbury, Timmins, Kirkland Lake, Elliot Lake and North Bay, there shall be an additional board allowance of \$1.54 per hour based on 40 hour week maximum.

Where the employees are required to travel to and from jobsite and place of accommodation, and there is no place of accommodation within thirty-two (32) km, the contractor shall pay the traveling expense as set out in paragraph 1, schedule I for travel required beyond the first 25 km; to and from the jobsite.

Place of accommodation shall be the closest area of residence (as defined in paragraph 1) to the jobsite, unless otherwise agreed upon at a pre-job conference.

3. Refer to Article 37 Re: the Standard Provincial Travel Free Zone – which supersedes this Schedule, where in conflict.

## **J BOARD ALLOWANCE**

1. All Resident Employees will not receive Room and Board Allowance when working within eighty (80) km limit of their established home town or city. All resident employees will receive Room and Board Allowance when working on jobs outside of their established home town or city. All other employees other than above resident employees shall receive room and board allowance.

2. Room and Board Allowance when applicable shall be paid to employees per hour at the straight time hourly rate of \$13.56 effective May 1, 2019; same effective May 1, 2020 and May 1, 2021; and shall be paid Maximum 8 hours for any day that overtime is worked ie. MAXIMUM OF \$108.50 PER DAY.

On a day where straight time and overtime hours are worked, only straight time hours shall apply.

Room and Board hours not to exceed fifty-six (56) hours per week.

3. If the employee is unable to work due to climatic or hazardous conditions on a regularly scheduled work shift and there is no work available to him, room and board allowance will be paid for that day.

4. "Resident Employees" are employees who have resided in their respective town or city of Sudbury, Elliot Lake, North Bay, Kirkland Lake and Timmins for at least one (1) year, and as per established employee's and/or members designated residential area list compiled and amended from time to time, by the Joint Conference Board.

EXAMPLE:

A Timmins resident employee working on a job within the Timmins eighty (80) km limit should not receive Board Allowance, however if a Timmins resident employee is requested to work outside of the Timmins eighty (80) km limit, then such employee shall be paid Board Allowance.

**K RULES AND REGULATIONS CLARIFYING ARTICLE 112  
BETWEEN  
MECHANICAL CONTRACTORS ASSOCIATION OF SUDBURY AND  
LOCAL 800 (SUDBURY) OF THE UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES OF THE  
PLUMBING AND PIPEFITTING INDUSTRY OF  
THE UNITED STATES AND CANADA**

And adopted for clarification by the Joint Conference Board on December 10, 1975.

DEFINITION:

The Board shall mean either the Sudbury & District Joint Apprenticeship Board, or the Northeastern Joint Apprenticeship Committee.

NEW APPRENTICE REQUIREMENTS:

1. The Candidate will be accepted by the Board, provided he has successfully complied with all the requirements of the Board and the Ontario College of Trades (OCOT).
2. The Candidate must secure from the Local Union a referral slip.
3. The Candidate is to appear before the Board at the first meeting from the date of employment.

To receive a probation card, the candidate must produce the following:

- (a) A letter from the Contractor
- (b) Proof of education
- (c) A referral slip from the Local Union.

The Candidate will be required to fill out a Registration Form from the Ontario College of Trades (OCOT).

The Probation period can be terminated by the Contractor, if, in his opinion the candidate is not capable of becoming a Tradesman. A Contractor found to be abusing or using the probationary period of Apprentices in an unfair manner will be reported to the Sudbury & District Joint Apprenticeship Board, who will investigate into the matter, The Candidate can also terminate his probation period by leaving his employment, if he does not like the trade.

4. At the end of the probation period, the applicant will be requested to appear before the Board again. The successful applicant will then receive a First Year Card as an apprentice in the trade of his choice. He will be given credit for the hours worked while holding a probation card. The Union shall be informed by letter if the apprentice was accepted by all concerned. The apprentice will be recommended by the Board to be initiated and become a member of the Union.
5. The apprentice will be required to appear before the Board during his apprenticeship. He will be notified by REGISTERED MAIL of the location, date, and time of the meeting.

He will be informed of the reason for the meeting. If the letter indicates that his hours will be reviewed, he must bring with him all his pay stubs and a letter of evaluation from his employer. If unable to attend because he is working out of town and not returning home at night, the apprentice may mail to the Board all the necessary documents for reviewing, if reason for not attending is a valid one. Working overtime is not a valid reason. The Board must be notified 24 hours prior to the meeting. The Board will mail back all documents after reviewing same. Credit for hours worked will be given and new card will be mailed, if granted.

6. The apprentice must keep a record of all the hours he worked by pasting all his pay stubs in a book, or recording same in an orderly manner. All his hours must be added at the bottom of the page.

## RATIO OF APPRENTICES:

It is the responsibility of this Board to see that a ratio of apprentices to journeymen working in the trade of the Plumbing & Heating Industry must be maintained, to ensure the proper balance of skilled mechanics for the future. For every 5th year Apprentice who is being elevated to Journeyman standing, a new candidate will be given the opportunity to become an Apprentice in the industry.

It is also the responsibility of this Board to see that every apprentice is given the opportunity to complete his apprenticeship.

The Board recommends that the ratio of apprentices, as defined by the Ontario College of Trades Act, be enforced at this time, until requested to have the ratio changed. The Board will set the ratio and review the apprenticeship ratio from time to time.

## **L RESIDENTIAL CONSTRUCTION & REPAIR WORK**

1. Residential Construction and repairs shall be Mechanical work performed in the following:

- Single family dwellings
- Multiple family dwellings
- Town Houses and Row Houses
- Ontario Housing Corporation Projects
- Senior Citizen Units and Low Rental Housing
- Motel up to 35 units with or without coffee shop, restaurant or gasoline bar. This section shall not apply to any motels having liquor and/or commercial outlets.
- High-rise apartments any size not having commercial section.
- Churches, schools (renovations & repairs only)

2. Rates of pay for Journeymen, per hour shall be as established in Schedule A, para. 1 of this Agreement.

3. Overtime worked under this article shall be paid at one and one half (1 1/2) times the applicable rate of pay, starting at the end of the regular day shift, Monday to Friday 4:30 p.m..

## **M COMMERCIAL OR INSTITUTIONAL CONSTRUCTION OR SERVICE**

1. The conditions of this Schedule apply to all mechanical equipment, material and labour pertaining to the plumbing and pipefitting industry carried out in the commercial or institutional areas. This Schedule also applies to the servicing of all commercial and institutional buildings.

2. All employees transferring to and from work described in this schedule and work in the industrial area, shall obtain referral slips from the union.

3. The Journeymen base rate for work covered by this schedule, shall be 85% of the regular ICI rate specified in Schedule A. Foremen and Apprentices shall receive their percentages (as specified in Schedule A) of the applicable 85% base rate. All other Terms and Conditions of Appendix 2 and the Standard Provincial Articles of this agreement shall apply.

4. Overtime beyond the normal hours of work shall be paid at the rate of time and one half (1 1/2) for all such hours worked Monday through Friday and for the first 8 hours worked on Saturday. All other hours including statutory holidays (Article 6.1) will be paid at double time, with the exception of shift work.

5. This Schedule shall be in effect until April 30, 2022 or until 30 days following the receipt, in writing, from either party, of a request for its termination. Upon such termination, the conditions of this Schedule shall continue to apply to all work bid prior to such termination and continuing in progress until such work is complete.

6. All employees will be hired on a 100% name hire basis.

## **N UNION DUES CHECK-OFF**

1. To be deducted from employee on 1<sup>st</sup> of month and forwarded to the Union Office by the 15<sup>th</sup> of the month following.





**APPENDIX 4  
ZONE 4 WINDSOR - LOCAL UNION 527 (WINDSOR)  
WAGE SCHEDULES**

Effective Dates	May 1/19	Aug 19/19	May 1/20	May 1/21
Basic Rate	42.39	42.98	44.06	45.32
Vacation Pay 10%	4.24	4.30	4.41	4.53
Welfare	3.55	2.90	3.00	3.10
Pension	7.40	7.40	7.41	7.41
Training	0.73	0.73	0.73	0.73
S.U.B.	0.25	0.25	0.25	0.25
Article 23	0.15	0.15	0.15	0.15
Article 30	0.03	0.03	0.03	0.03
National Organizing Fund	0.10	0.10	0.10	0.10
De Novo (Article 34)	0.04	0.04	0.04	0.04
MRF	3.00	3.00	3.00	3.00
Helmets to Hardhats	0.01	0.01	0.01	0.01
O.P.T.P.F. (Article 20)	incl.	incl.	incl.	incl.
OCS	incl.	incl.	incl.	incl.
Union Field Dues	incl.	incl.	incl.	incl.
Contingency Fund	incl.	incl.	incl.	incl.
TOTAL	61.89	61.89	63.19	64.67
Zone Association Fund/OCS	0.37	0.37	0.37	0.37
MIAC Fund	0.01	0.01	0.01	0.01
WTF Fund	0.04	0.04	0.04	0.04
TOTAL	62.31	62.31	63.61	65.09
After Tax Deductions:				
Union Field Dues	0.61	0.61	0.63	0.65
Contingency Fund	0.35	0.35	0.37	0.39
O.P.T.P.F.	0.26	0.26	0.26	0.26
OCS (Employee)	0.01	0.01	0.01	0.01

Local 527 Southwestern Ontario have included in their Base Rate the "Ontario Pipe Trades Promotion Fund", "Union Field Dues", "OCS (Ontario Construction Secretariat) Fund" and Contingency Fund. After tax the full amount of each fund is deducted from Base Rate and remitted in accordance with the local Appendix. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

Foreman	plus 11%	Area Foreman	plus 16%
Work Week	36 hours (Industrial)	40 hours (Commercial and Institutional)	
Article No.	Title	Schedule	Title
101	Hiring	A	Wages
102	Show-up Time	B	Vacation & Statutory Holiday Pay
103	Job Steward	C	Welfare Fund
104	Work Break	D	Pension Fund
105	Job Site Accommodation	E	Training Fund
106	Tools	F	Supplementary Unemployment Benefit
107	Emergency Repairs	G	Industry Fund
108	Hours of Work	H	Union Field Dues and/or Promo. Fund
109	Overtime	I	Travel Allowance
110	Shift Work	J	Board Allowance
111	Foremen	K	Payment of Funds
112	Apprentice & Journeyman Training		

Article No.	Title	Schedule	Title
113	General	M	Market Recovery
114	Height Pay	N	Contingency Fund
115	Stabilization Fund	O	Parking
		P	Special Hiring Provisions
		Q	L of U Re: Safety & Training

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

## APPENDIX 4 ZONE 4 WINDSOR - LOCAL UNION 527 (WINDSOR)

### Article 101 HIRING

101.1 The employer agrees to employ only members of Local Union 527 and in recognition that the Union is the sole agent for the supply of employees, the employer shall ascertain that no employee commences work in the jurisdiction of the Union unless such employee has been dispatched from the Union Office.

101.2 Contractors shall give preference in employment to members of the Union.

101.3 A copy of the work referral shall be provided to the employer by electronic means. In the event this is not possible, a paper referral will be provided.

101.4 Any employee, properly referred from the Union, who reports for work at the direction of the employer on the day requested and is not hired, will receive 8 hours pay at the prevailing rate of pay plus all applicable benefits. The employer may without prejudice put in writing the reason for the non hire without pay.

101.5 Should the Union be unable to supply journeymen or apprentices, then the contractor may hire others, who as a condition of employment shall be required to obtain clearance from the Union office. Also refer to Schedule P special hiring provisions.

101.6 A contractor shall have the right to review the unemployed list of journeymen upon request via email.

101.7 Refer to Standard Article 36 Re: Standard Hiring and Mobility provisions – which supersede any conflicting provisions in this Article 101.

101.8 Any employee who reports to work on the date of hiring with a contractor and does not have proper documentation will be sent away without pay and not hired on by the contractor until the following proper documentation is provided:

- C of Q/Apprenticeship Contract
- Valid OCOT Membership Card
- Worker Awareness in 4 steps
- WHMIS (Site Specific Training by Individual Employer)
- Working at Heights
- Any new legislated mandatory safety training prescribed Provincially or Federally
- See schedule Q – Letter of Understanding

101.9 Should it be necessary to reduce the work force within a company, the employer shall lay off his employees in the following sequence:

- Permit Members
- Travel Cards
- Retirees as per UA Local 527 bylaw 1.7

(For all members of Local 527 who elect to retire after October 1, 2006 and then subsequently return to work the following rules will apply: the pensioner will continue to receive their pension regardless of whether they are working or not). (No restriction on the amount of hours worked). The pensioner will only be offered work when all “active members” on their trade out-of-work list have been called. When layoffs occur the pensioner will be laid off prior to any “active member” of their trade employed on the project, but after permit members and travel cards. No name hires will be allowed for pensioners under this system. Under the scenario the “Active Member” refers to a non pensioner member of Local 527 and includes probationary apprentices.

## **Article 102**

## **SHOW-UP TIME**

102.1 Any employee reporting for work at the regular starting time, unless verbally notified or electronically notified and confirmed prior to the start of the shift, shall receive 4 hours pay at the prevailing wage rate and all other applicable benefits (defined in Article 1.9) whether or not work is available. The employee shall remain on the job for 4 hours unless released by the contractor or the contractors representative on the job.

## **Article 103**

## **JOB STEWARD**

103.1 A Job Steward shall be appointed by the Union Business Representative on any job, shift or shop. The contractor shall be notified in writing of the name of the Steward when the appointment becomes effective.

103.2 It shall be the duty of the Steward to make an effort and give every consideration that the provisions of this agreement are carried out with consideration and fairness to both parties concerned. The Steward shall in no way be discriminated against in the performance of his/her duties.

103.3 A Steward's duties shall pertain only to the particular contractor by whom they are employed. Therefore, such Stewards shall not interfere with other contractors on the job site.

103.4 Upon receiving a complaint or grievance from an employee, the Steward shall be permitted a reasonable amount of time during work hours without loss of pay to investigate the complaint or grievance. The Steward shall not direct the work force under any circumstances.

103.5 It is understood and agreed that the Stewards have their regular work to perform and they shall not absent themselves unduly from this work. There shall be no non-working Stewards.

103.6 Unless by mutual agreement between the union and the contractor, the Steward shall not be laid off or transferred prior to the manpower requirements being reduced to three (3) members, excluding the foremen, providing the Steward has the trade qualifications for the work to be performed. The contractor shall notify the business representative of the union when a Steward is to be laid off.

103.7 When two (2) or more men are required, excluding a foreman, the Steward shall be notified and will work all overtime hours that may be in effect on the job site if willing and qualified to perform the work.

103.8 All new employees reporting to the job shall present a work referral slip to the steward before commencing work.

## **Article 104**

## **WORK BREAK**

104.1 Employees shall receive a work break of ten (10) minutes duration. No employee shall work in excess of two (2) hours without a work break, or four (4) hours without a lunch period. When working 4 x 9 hour shifts the breaks and lunch will be shifted to compensate for the longer base workday. This refers to the two (2) standard breaks and lunch period.

104.2 The Contractor or foreman will arrange the time of the work breaks and lunch period.

104.3 On projects and jobs the lunch period and work breaks shall commence and terminate at the lunch room. Abuses of this clause will be just cause for discipline.

104.4 Employees who have been notified by the previous day to work overtime shall take a one half (1/2) hour lunch period without pay prior to the commencement of overtime.

104.5 Employees who have not been notified the previous day to work overtime will be allowed a half (1/2) hour lunch, the contractor will provide an adequate meal, at the expense of the contractor, to each employee involved in the work. Meal time will be ½ hour in duration and is not part of the hours of work.

104.6 By mutual agreement between the Union and the Employer, where a scheduled ten (10) hour overtime work day is established, the work breaks may either be three (3) breaks of ten (10) minutes each or two (2) breaks of fifteen (15) minutes each.

104.7 Employees will only be permitted to smoke off site during the course of the scheduled work breaks or lunch periods as prescribed. Abuses of this clause will be just cause for discipline. As per Smoke Free Ontario Act, s.o. 1994, c.10.

104.8 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.

104.9 In the event that 12 or more hours are worked in succession and the member was not notified the previous day, the contractor will provide an adequate meal, at the expense of the contractor, to each employee involved in the work. Meal time be ½ hour in duration and is not part of the hours of work.

## **Article 105 JOB SITE ACCOMMODATION**

105.1 Drinking water shall be supplied by the employer in a sanitary container, along with paper cups, if required, or from an approved potable water faucet on all jobs as laid down in Federal, Provincial or Municipal Government regulations. All such paper cups or empty containers will be deposited in receptacles provided.

105.2 The employer shall provide adequate sanitary facilities on the job site in accordance with Federal, Provincial or Municipal Government regulations.

105.3 The employer shall provide suitable and adequately heated and lit shelters with tables and seating space for the employees in which they can eat their lunch. The shelter shall be maintained in a clean and sanitary condition and the area shall not be used for any other purpose. These shelters will be provided, providing no other suitable area within the building or plant are available.

105.4 If unsanitary conditions with regards to field toilets is discovered on any project and appropriate action has not been taken by the general contractor or the local department of health, then the contractor shall be notified and given 24 hours to have the situation rectified or be liable to provide a separate toilet for his workforce with a lock and keys.

## **Article 106 TOOLS/TOOL CRIBS OR WAREHOUSES**

106.1 Tools shall be provided by the contractor with the exception of:

Steamfitters and Apprentices: 1-9" level, 1-25' tape measure, 1-10" pliers, 1-10" crescent wrench, 1 open end wrench set ¼" - 1", screwdriver set including large and small flat head, green, red and black Robertson, large and small Phillips and a personal toolbox.

Plumbers and Apprentices: 1-9" level, 1-25' tape measure, 1-10" pliers, 1-10" crescent wrench, 1 open end wrench set ¼" - 1", screwdriver set including large and small flat head, green, red and black Robertson, large and small Phillips and a personal toolbox.

Welders and Apprentices: 1-25' tape measure.

106.2 The Contractor shall furnish all other necessary tools and equipment and the contractor shall furnish the necessary lock-ups, tool boxes, or other safe place for storage. The employee shall be responsible for those tools he/she is issued provided he/she individual control of the lock-up facilities.

106.3 All other tools used on the project shall be supplied by the employer. It shall be the duty and responsibility of every member of Local 527 to return all tools supplied by the employer and to see that all tools are maintained in good working condition. All tools must be kept locked up when not in use, in such containers or tool cribs as designated by the employer, to prevent theft.

106.4 It shall be the duty of the foreman in charge on any project to maintain a close scrutiny and control over all tools supplied by the employer and to see that a record is kept.

106.5 All members of Local 527 shall report, without fail, the loss of any such tools to the job foreman, immediately upon discovery of the missing tool(s). Any broken or damaged tools shall be returned to the foreman prior to the completion of the working day, in order that the necessary repairs and/or replacement may be carried out.

106.6 Members employed under the terms of this agreement shall not use their car or vehicle to transport tools, equipment or materials for the contractor. It is further agreed that the members shall not rent, supply, lease or loan any tools, equipment

or vehicles to any contractor.

106.7 On job sites where a tool crib is established for the checking of tools used on the work of the jurisdiction of this agreement, it is agreed that only members of Local 527 will be employed.

106.8 In instances when warehouses and/or stockpiles are established on the job sites, then the checking and handling of pipe, material and equipment shall be the work of the members of Local 527.

### **Article 107 EMERGENCY REPAIRS (NEW CONSTRUCTION ONLY)**

107.1 This article will only apply when the business representative agrees with the contractor involved that a true emergency occurred.

107.2 All overtime work of an emergency nature where life is endangered or property damaged shall be paid at one and one half (1 ½) the base rate including all applicable benefits.

### **Article 108 HOURS OF WORK**

108.1 The regular hours of work Monday through Friday inclusive from 7:00 a.m. to 3:30 p.m., plus or minus (+/-) one (1) hour on start time with one half (1/2) hour for lunch, for a work week of forty (40) hours. This clause will apply to all commercial and institutional work in Zone 4 Windsor and Zone 7 Kitchener. Further it will also apply to the full ICI sector in Zone 6 London.

108.2 The regular hours of work Monday through Thursday inclusive from 7:00 a.m. to 3:30 p.m., plus or minus (+/-) one (1) hour on start time with one half (1/2) hour for lunch. On Fridays only regular hours of work will be from 7:00 a.m. to 11:00 a.m., plus or minus (+/-) one (1) hour on start time for a work week of thirty six (36) hours. This clause will apply to industrial work in Zone 4 Windsor and Zone 7 Kitchener.

108.3 Any variation from the above stipulated hours shall be by mutual agreement in writing between the contractor and the union.

108.4 Refer to Standard Article 33 regarding flexibility in scheduling work hours and Standard Article 39 regarding provision for forty (40) hour work week on mutual agreement.

### **Article 109 OVERTIME**

109.1 All overtime beyond the normal hours per day on commercial and institutional projects shall be paid at the rate of time and one half the full rate of pay, Monday through Saturday. All overtime on industrial projects shall be paid at the rate of time and one half the full rate of pay, Monday through Friday. All overtime on industrial projects shall be paid at the rate of double time the full rate of pay on Saturdays. All work on Sundays and Statutory Holidays on ICI projects shall be paid at double time the full rate of pay.

109.2 All union members shall have the right to refuse to work overtime, and no contractor shall penalize or discriminate against a member of the union in any way for exercising this right.

109.3 When overtime is necessary it shall be equally and impartially divided by the contractor among the journeymen and apprentices on the project who are members of the union, with the exception of foremen. Members not working on the particular project during regular working hours shall not be brought from other projects and placed on overtime work while any of the regular crew are available, providing those members on the project have the necessary training and/or certifications for the overtime work to be done.

### **Article 110 SHIFT WORK**

110.1 If shift work becomes necessary in addition to the ordinary hours of work, one (1) full additional shift must be worked in each twenty four (24) hour period. Refer to Standard Article 32 regarding special condition hours of work.

110.2 Shift work must be worked for at least four (4) consecutive work days. These may be based on consecutive regular work days, weekends or holidays, providing the applicable weekend and/or holiday premiums are paid.

110.3 The second shift shall receive pay for hours worked plus a premium of

fifteen (15) percent of the basic rate. Second shift shall be one that starts on or after 9:00 a.m. and before 7:00 p.m..

110.4 The third shift shall receive pay for hours worked plus a premium of twenty five (25) percent of the basic rate. Third shift shall be one that starts on or after 7:00 p.m. and before 2:00 a.m..

110.5 When work cannot be done during regular working hours, such work be considered shift work providing the contractor notifies the union. Employees shall receive pay for hours worked plus a premium as outlined in Article 110.3 and 110.4.

110.6 All hours in excess of the regular shift hours shall be paid at prescribed overtime rates as outlined in Article 109 plus applicable premiums as outlined in Articles 110.3 and 110.4.

## **Article 111 FOREMEN**

111.1 Job foremen shall mean a qualified journeyman who is elevated by his employer to promote and ensure that: Regulatory and employer safety policies and working rules are adhered to. A foreman's duties shall include but not be limited to the laying out of work and instructing employees in their duties. He shall protect the interests of the contractor at all times, within the terms of this agreement.

111.2 Foremen, Area Foremen, Welding Foremen and General Foremen must be qualified journeyman members of Local 527, except where the provisions of Article 36B apply.

111.3 The contractor shall appoint or demote foremen at his discretion as may be required.

111.4 Contractors from outside the union's jurisdictional area shall be allowed to bring in one (1) foreman for the project. Any variations in this will be at the discretion of business manager and/or business agent.

111.5 The extent to which the foreman shall work with the tools of the trade shall be at the discretion of the contractor or his representative.

111.6 He shall protect and promote the interest of the contractor on the job or in the shop at all times within the terms of this agreement.

111.7 On a project that has nine (9) employees or less the foreman will receive eleven percent (11%) above the journeyman's base rate. On a project that has 10 or more employees the foreman will receive sixteen percent (16%) above the journeyman's base rate.

## **Article 112A APPRENTICESHIP AND JOURNEYMEN TRAINING COMMITTEE**

112A.1 The Joint Training Committee shall operate under the U.A. Local 527 Southwestern Ontario Training Trust Fund agreement with the expressed purpose of assuring the industry of an adequate supply of properly trained and skilled mechanics.

112A.2 This Committee shall be responsible for:

(a) An Apprenticeship Program under which the local Apprenticeship standards shall be administered and also co-ordinate with the Ontario College of Trades and Apprenticeship Act 2009 and amendments thereto, and

(b) A Journeyman Training Program under which advanced training programs will be administered and co-ordinate for the purpose of enabling Local Union 527 journeymen to acquire a full and complete knowledge of the advancement, new techniques and skills in their crafts.

112A.3 All probationary Apprentices shall register with the Joint Training Committee at the Union office before commencing work.

112A.4 The L.A.C. shall forward all reports to the Joint Training Committee to assist in determining whether apprentices are qualified in their trade.

112A.5 It is required as a condition of employment that each Apprentice attends classes as arranged by the Joint Training Committee in addition to those arranged by the Ministry of Training, Colleges and Universities, Apprenticeship and Client Services Branch.

112A.6 No Apprentice shall work overtime if it interferes with attending classes of any kind.

112A.7 Upon the successful completion of his/her exam and providing he/she has completed their Apprenticeship Contract, the Apprentice shall receive journeyman's wages. If the Apprentice fails the exam, the journeyman's rate will not be effective until the date of passing.

112A.8 One apprentice per trade may be employed in any shop where one (1) journeyman of that trade is regularly employed. The ratio for any additional apprentices shall be one (1) apprentice to each additional two (2) journeymen regularly employed.

112A.9 Each Apprentice must be under the supervision of a Journeyman.

112A.10 When an Apprentice is laid off, other than for just cause, by the Contractor, that said Contractor may not hire a new Apprentice with the same trade year and trade in his/her place while that Apprentice is unemployed.

112A.11 Both Union and Contractor shall strive to maintain a balanced Apprenticeship program. This shall apply to each branch of the trade.

112A.12 All new 1<sup>st</sup> term apprentices for the first 900 hours of their Apprenticeship will be paid as per schedule A at 40% with the exception of pension contributions. Pension contributions will not be paid to a 1<sup>st</sup> term apprentice until a first year apprentice reaches 901 hours.

#### **Article 112B LOCAL APPRENTICESHIP COMMITTEE (L.A.C.)**

112B.1 There shall be a Local Apprenticeship Committee (L.A.C.) as prescribed by the Ministry of Training, Colleges and Universities.

112B.2 This Committee shall have equal representation from all three zones (Zone 4, Zone 6 and Zone 7) from both union and contractor and adhere to the number of committee members and their duties as per the UA Local 527 Southwestern Joint Training Committee Trust Agreement. In addition the Training Coordinator of Local 527 shall act as a Recording Secretary. Other members shall be appointed as prescribed or determined by the L.A.C..

112B.3 The L.A.C. shall be empowered to act as an employer for the purpose of signing Contracts of Apprenticeship.

112B.4 The standard education required by qualifying candidates for Apprenticeship shall be a grade twelve (12) diploma or equivalent.

112B.5 All probationary Apprentices shall be indentured to the L.A.C.. The Contractors and the Union agree to abide by the "Apprenticeship Protocol" established by the Local Apprenticeship Committee. The union will not unreasonably hold up an approval of a contractor's selection for an apprenticeship recommendation.

112B.6 The L.A.C. shall perform its duties and exercise its responsibilities as set out on the Terms of Reference filed with the Ministry of Training, Colleges and Universities.

#### **Article 112C APPRENTICESHIP AND JOURNEYMAN SAFETY TRAINING**

112C.1 The Joint Apprenticeship Training Committee shall act on behalf of U.A. Local 527 Southwestern Ontario, MCA Zone 7 Kitchener, MCA Zone 4 Windsor and MCA Zone 6 London to deliver the training as agreed as required.

112C.2 The JTC shall provide to new apprentices and new members along with existing members the following preliminary safety training: WHMIS, Working at Heights, Worker Awareness. Also see Schedule Q: Letter of Understanding Safety and Training.

112C.3 The classes in Article 112C.2 shall be scheduled every three months, or as deemed necessary or prescribed by Federal, Provincial or Municipal Regulations.

112C.4 This agreement shall apply for any new legislated mandatory safety training under the OHSA of Ontario.

#### **Article 112D WELDING APPRENTICES**

112D.1 All rules under Article 112 will comply with the welding apprentices.

112D.2 All welding apprentices must have a current F3/F4 T.S.S.A. weld ticket before he/she can be dispatched for work.

112D.3 All new welding apprentices when dispatched to work will be paid at the rate of the current I.C.I. third year apprentice ratio.

112D.4 All new welding apprentices must complete three (3) 1800 hour terms with the JTC. When the apprentice completes their first 1800 hours they will then be paid the current fourth year apprentice I.C.I. rate, upon completion of the preceding 1800 hours they will be paid the current fifth year apprentice I.C.I. rate. Upon completion of their final 1800 hours and proof of successful completion of the Red Seal Welding Program, they will be paid the current journeymen rate for a welding journeyman.

112D.5 The ratio of journeymen welders to apprentice welders will be two (2) journeymen to one (1) apprentice welder per company. The local Business Manager has full discretion to reduce this ratio when he/she sees fit.

#### **Article 113 GENERAL**

113.1 No member shall be permitted to contract any of the work coming under the jurisdiction of this agreement without the permission from the Union Business Manager and the contractor.

113.2 No member of the union shall be required to take any time sheets or any job records to the contractors office on the employees own time. This clause does not apply to servicemen.

113.3 Officers of the union plus two additional members shall be granted leave of absence, without pay, when required for union business. Twenty-four (24) hours notice will be given to the contractor. Members shall not be discriminated against for such activity. No more than the above mentioned shall have leaves of absence on any one project unless consent has been given by the contractor.

113.4 On any day when rain or wet snow prevails on the job site, the contractor shall supply rubber boots, rubber pants and rubber jackets complete with rainproof pullover hoods at the contractors expense to all the employees requested to work in areas affected by these elements.

113.5 Contractors shall be responsible for the replacement of employees clothing for any damages which may occur while their clothing is on the contractors premises or jobsite when such damage is caused by fire, acid, chemicals or theft by forcible entry. This clause to exclude damage to the employees clothing caused by the proven negligence of the employee or fellow employees.

113.6 The contractor and the union agree to abide by the "Standard for Excellence" established by the Union.

113.7 Any Employer requiring employees to wear clothing or uniforms of the employers choice shall supply the clothing or uniforms at no cost to the employees.

#### **Article 114 HEIGHT PAY**

114.1 Where workmen are required to work sixty (60) feet and over from the ground on supporting structures or open platforms including trusses, stacks, towers, tanks, bosun chairs, swing or rolling scaffolds, or similar equipment where a workman is subject to a direct fall to the ground, a premium of \$1.00 per hour above his regular rate will be paid. Article 114.1 is not applicable to Rope Access work as defined and compensated for in Article 45 of the Standard Articles.

#### **Article 115 STABILIZATION FUND**

115.1 UA Local 527 Southwestern Stabilization Fund, has been established to assist in the employers competitiveness when there is non-union competition in the following areas of jurisdiction; MCA Zone 7 Kitchener, MCA Zone 4 Windsor and MCA Zone 6 London.



115.2 In the event that the United Association Local 527 Southwestern Stabilization Fund is wound-up the employer contribution will be added to the base hourly journeyman rate of the employees.

115.3 The Fund will be administered by the Waterloo office location of UA Local 527 Southwestern Ontario. All enquiries and information on procedures will be directed to this location.

115.4 Effective May 1, 2016 each employer that has employees working in the UA Local 527 Southwestern Ontario will contribute the sum of \$2.75 per each hour earned; \$3.00 effective May 1, 2017. Apprentices will be prorated at the same percentage as per Schedule A. This Fund is payable to Trustees of Plumbers and Steamfitters Local 527 Employee Benefit Trust and remitted to the Union Benefits Plan Administrators or otherwise directed by UA Local 527.

**SCHEDULES  
WAGES**

**A**

1. The Base Rate of Pay shall be:

Effective	May 1/19	Aug 19/19	May 1/20	May 1/21
Journeyman	\$42.39	\$42.98	\$44.06	\$45.32
Foreman	\$47.05	\$47.71	\$48.91	\$50.31
Area Foreman	\$49.17	\$49.86	\$51.11	\$52.57

2. Windsor Zone 4 Apprentices Base Rate of Pay:

Effective	May 1/19	Aug 19/19	May 1/20	May 1/21
1 <sup>st</sup> year - Probation	\$16.96	\$17.19	\$17.62	\$18.13
1 <sup>st</sup> year - 40%	\$16.96	\$17.19	\$17.62	\$18.13
2 <sup>nd</sup> year - 50%	\$21.20	\$21.49	\$22.03	\$22.66
3 <sup>rd</sup> year - 60%	\$25.43	\$25.79	\$26.44	\$27.19
4 <sup>th</sup> year - 70%	\$29.67	\$30.09	\$30.84	\$31.72
5 <sup>th</sup> year - 80%	\$33.91	\$34.38	\$35.25	\$36.26

An updated spread sheet of complete rates will be available from the Zone 4 Association Office or the UA 527 (Windsor) Union Hall.

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

3. Foreman shall receive the premium of eleven percent (11%) over and above the basic Journeyman rate. Area Foreman shall receive the premium rate of sixteen percent (16%) over and above the basic Journeyman rate. Fringe benefits are not to be included when calculating the Foreman and Area Foreman wage rate.

4. Apprentices Base Rates are arrived at by multiplying the respective percentages (noted in 2. above) by the journeyman Base Rate of Pay. Pension and Stabilizing rates for apprentices are arrived at by multiplying respective percent rates in 2. above by the respective Pension and Stabilization rates for journeymen.

5. Premium Rates

Second Shift: Shall receive pay for hours worked plus a premium of 15% of the Basic Rate of Pay. Third Shift: Shall receive pay for hours worked plus a premium of 25% of the Basic Rate of Pay.

6. Should any portion of wage rate or increase be directed to benefits, fringes, or supplementary unemployment benefit fund during the term of this Agreement, then one month notice shall be given to the Mechanical Contractors Association of Windsor by the Union.

**B**

**VACATION PAY**

1. The contractor agrees that the employees covered by this agreement shall be permitted to take four (4) weeks vacation yearly exclusive of statutory holidays, providing that a minimum of four (4) weeks notice is given by the employee to the contractor. Any variance to this procedure will be by mutual agreement between the contractor and the employee.

2. Allowance for vacation pay will be paid at the rate of four (4) percent of the employees gross wages. Allowance for statutory holidays will be paid at the rate of six (6) percent of the employees gross wages. See Article 6.4 for payment method.
3. Vacation and Statutory allowances shall be clearly indicated on the employees U.I.C. record of employment form.

**C WELFARE FUND**

Should UA Local 527 be successful during the life of this agreement to move to a common health and welfare and/or pension fund with a common administrator or continue to operate with three separate health and welfare and/or pension funds under one administrator. As per the applicable wage schedule for each zone, all welfare monies shall be forwarded to Union Benefit Plan Services or such other Administrator as may be designated by Local 527. Union Benefit Plan Services shall then forward the contributions to the employees' Welfare Fund. All contractors agree to remit the prescribed amounts to the Administrator on behalf of all UA Local 527 members covered by this agreement.

1. \$3.55 for each hour earned by each employee; \$2.90 effective August 19, 2019; \$3.00 effective May 1, 2020; \$3.10 effective May 1, 2021 shall be forwarded to the Administrator for the Welfare Plan. Refer to Article 30 for additional contributions related to continuation of benefits.

**D PENSION FUND**

Should UA Local 527 be successful during the life of this agreement to move to a common health and welfare and/or pension fund with a common administrator or continue to operate with three separate health and welfare and/or pension funds under one administrator. As per the applicable wage schedule for each zone, all pension monies shall be forwarded to Union Benefit Plan Services or such other Administrator as may be designated by Local 527. Union Benefit Plan Services shall then forward the contributions to the employees' Pension Plan. All contractors agree to remit the prescribed amounts to the Administrator on behalf of all UA Local 527 members covered by this agreement.

1. \$7.40 for each hour earned by each journeyman; \$7.41 effective May 1, 2020 shall be forwarded to the Administrator for the Pension Plan. Pension rates for apprentices are arrived at by multiplying the respective percentage rates in Schedule A by the respective pension rates for journeymen.

**E TRAINING FUND**

1. There shall be a Training Fund known as the Local Union 527 Training Fund.
2. Contractor contributions to the Training Fund shall be \$0.73 per hour; and Training Fund payments shall be remitted for all employees employed under the terms and conditions of this Agreement. Refer to Standard Article 23 for additional Training Fund.
3. Schedule of Training Fund Payments (cents per hour):
 

Straight Time	\$0.73
Time and One Half	\$1.10
Double Time	\$1.46
4. Monies for the Training Fund shall be paid into the Fund to the Trustees under the terms and conditions of this Agreement.

**F SUPPLEMENTARY UNEMPLOYMENT BENEFIT**

Should UA Local 527 be successful during the life of this agreement to move to a common health and welfare and/or pension fund with a common administrator or continue to operate with three separate health and welfare and/or pension funds under one administrator. As per the applicable wage schedule for each zone, all Supplementary Unemployment Benefit monies shall be forwarded to Union Benefit Plan Services or such other Administrator as may be designated by Local 527. Union Benefit Plan Services shall then forward the contributions to the employees' Supplementary Unemployment Benefit Plan. All contractors agree to remit the prescribed amounts to the Administrator on behalf of all UA Local 527 members covered by this agreement.

1. Each Contractor shall contribute as part of the members wage package to the Local 527 Supplementary Unemployment Benefit Fund a sum equal to twenty-five (25 cents) for each hour's pay earned by each of his employees.
2. The Fund shall be administered by a Board of Trustees.
3. Schedule of Supplementary Unemployment Benefit Payments:

Straight time	\$0.25
Time and One Half	\$0.38
Double Time	\$0.50

**G INDUSTRY FUND**

1. Each Employer bound by this Agreement working in Zone 4 shall contribute an Industry Fund amount of 37 cents per hour for each hour earned by each employee covered by this Agreement. This 37 cents includes the employer 1 cent portion of the O.C.S.. Along with this amount, the 4 cents WTF funds will be remitted here also and are not included in the 37 cents.
2. The amounts required to be paid hereunder shall be paid monthly to the Windsor Zone Association Office, made payable to the Mechanical Contractors Association of Windsor on the remittance form provided by them and are being paid as each employer's contribution for the general purposes of the Zone Association including the costs of negotiating and administering this Collective Agreement.
3. The amounts required to be paid hereunder shall be due and payable monthly and each employer shall send the required monthly payment to the Zone Association office by the 15<sup>th</sup> day of each month next following the month for which the payment is being made. Each such payment shall be accompanied by a report identifying each employee with respect to whom a payment is being made, the number of hours which that employee earned in that month and the amount being remitted with respect to that employee for that month.

In addition, each employer shall include with the monthly report aforesaid, a true copy of the document(s) filed with the Union for that month on which the employer's remittances to the Union for that month as required by the Collective Agreement were calculated and such document(s) shall be the basis on which that employer's contribution to the Industry Fund for that month is determined.

4. Contributions made to this fund shall be used exclusively for the benefit, promotion, expansion and protection of the Plumbing and Pipefitting Industry and at no time may any of the contributions be used in any way to the detriment of the Union or its members.

**H SUPPLEMENTAL FIELD DUES**

1. There shall be supplemental field dues in addition to all other funds as herein set out.
  2. Each Contractor agrees to deduct and remit for each employee the sum of (cents per hour):
- |                   | May 1/19 | May 1/20 | May 1/21 |
|-------------------|----------|----------|----------|
| Straight Time     | \$0.61   | \$0.63   | \$0.65   |
| Time and One Half | \$0.92   | \$0.95   | \$0.98   |
| Double Time       | \$1.22   | \$1.26   | \$1.30   |

or part thereof worked by each employee and agrees to remit said amount directly to Local 527 by cheque or money order accompanied with a complete list of the employees' names, hours paid and the total amount submitted. These moneys shall be administered by the executive of the union.

**I & J TRAVEL AND BOARD ALLOWANCE**

**INDUSTRIAL WORK:**

1. There shall be a free Zone extending forty one (41) km beyond the City Hall of Windsor; and there shall be a free zone extending twenty five (25) km beyond the City Hall of Chatham. It is agreed that when Windsor, Local 527, employees cross into the free Zone of Chatham and when Chatham Local 527 employees cross into Windsor free Zone, such free Zone does not apply.

The Windsor free Zone shall apply to resident members in Essex County, and the Chatham free Zone shall apply to resident members in Kent County.

Refer to Article 37 Re: the Standard Provincial Travel Free Zone – which

supersedes this Schedule, where in conflict.

2. Any Contractor who successfully bids any work in the County of Kent, may use Chatham as the base of operations. The Chatham free zone terms and conditions, as referenced in the zone four (4) appendices of the I.C.I. agreement shall apply to any U.A. member dispatched to such Kent County project.

3. Traveling expenses shall be paid by the rate 62 cents per km for kms beyond the above travel free zone and when the employer does not supply suitable transportation. Maximum travel allowance shall be \$91.21 / day. When mileage is being paid by the employer, the employee will be on the job site at regular starting time and remain until the completion of the work shift.

4. It is understood that there is no option for any employer to provide "suitable transportation" in lieu of travel expenses, to any member of the UA working in the jurisdiction of Local 527 (Windsor), when traveling to any location in Essex and Kent Counties.

5. Job supervisors or foremen who are supplied with a Contractors vehicle and members of the UA working in the jurisdiction of Local 527 (Windsor), who are willing passengers, can be exempted from sub section four (4) above, at their discretion.

6. All UA 527 (Windsor) members (from Zone 4) while working in the current jurisdictional boundaries of Sarnia UA 663, London UA 527 and Kitchener UA 527, will be paid travel and board per the current applicable local area appendix provisions within the Zone that the work is being completed.

#### COMMERCIAL AND INSTITUTIONAL WORK:

Refer to Article 37 Re: the Standard Provincial Travel Free Zone – which supersedes this Schedule, where in conflict.

1. Under option "A" or "B", all travel allowance and/or board shall be paid on a per day worked basis.

2. (A) A travel free zone of fifty (50) radius kilometers centering on Hwy 401 and County Rd 77 (Exit 48) in Zone 4, applies to all Contractors located within this travel Zone as well as all Contractors outside the jurisdictional area of the Union.

3. For jobs outside of this travel free zone, the contractor shall choose to follow either of the following options:

#### Option A:

(A) If the job is located between 25-50 radius kilometers from Hwy 401 and County Rd 77 (Exit 48) in Zone 4 or from the Contractor's place of business as outlined in 2(A) above, the employee shall receive daily travel allowance listed as "A" in Article 4.

(B) If the job is located between 50-75 radius kilometers, the employee shall receive daily travel allowance listed as "B" in Article 4.

(C) If the job is located between 75-100 radius kilometers, the employee shall receive daily travel allowance listed as "C" in Article 4.

(D) If the job is located over 100 radius kilometers, the employee shall receive daily board allowance listed as "D" in Article 4.

#### Option B:

(A) On jobs located outside of the twenty-five (25) radius kilometer travel free zone centering on Hwy 401 and County Rd 77 (Exit 48) in Zone 4 or from the Contractor's place of business or as outlined under option "A" 2(A), the contractor may choose to center the travel free zone at the job site. If this option is selected, the following will apply:

(B) The contractor shall have a travel free zone which is a circle having a radius of twenty-five kilometers from the job site. If the employee resides within this circle, no travel will be paid.

(C) If the employee resides within 25-50 radius kilometers of the job site, they will receive daily travel allowance as listed in "A" in Article 4.

(D) If the employee resides within 50-75 radius kilometers of the job site, they will receive daily travel allowance listed as "B" in Article 4.

(E) If the employee resides within 75-100 radius kilometers of the job site, they will receive daily travel allowance listed as “C” in Article 4.

(F) If the employee resides over 100 radius kilometers of the job site, they will receive daily board allowance listed as “D” in Article 4.

4. Schedule of Payments:

May 1, 2019	A -	\$ 0.00 PER DAY
April 30, 2022	B -	54.00 PER DAY
	C -	90.00 PER DAY
	D -	94.00 PER DAY

5. The contractor will meet with the designated representative of the Union prior to the commencement of the job to determine which option they will choose. If the contractor fails to notify the Union previous to the work commencing, option “A” will apply.

6. The appropriate rate of travel will be mutually agreed and will appear on the referral slip for any and all new employees referred to the job site.

7. When working outside the travel free zone, the employee shall be on the job at the regular starting time and work a full regular work day or shift and not be entitled to any wages for travel time.

8. When the employee is transferred between jobs during working hours and provides his own transportation, he shall be reimbursed by the sum of \$0.62 per km; on first class roads in addition to his hourly rate plus all applicable benefits.

9. Employees shall have the right to choose their own accommodations. Allowance for room and board shall be paid for statutory holidays providing the employee worked the scheduled work day preceding the holiday and the scheduled work day following the holiday.

10. If the employee must leave the job during the regular work day due to job conditions, illness, injury or any other legitimate reason, he will be paid for the full travel and/or board allowance for said day in accordance with this agreement.

11. When an employee is required to work where room and board is applicable, he shall be paid travel allowance of \$0.62 per km effective May 1, 2019 from his contractor’s free zone perimeter to the project or from the contractor’s job site free zone to the employee’s residence on commencement of work and also on lay-off or transfer. If the employee terminates his employment without giving forty-eight (48) hours notice or is dismissed for just cause, he shall not receive the travel allowance for the return trip.

12. All travel and/or board for travel card members shall be paid from the travel free zone at Hwy 401 and County Rd 77 (Exit 48) in Zone 4 or his place of residence whichever is closer.

Note: This is an explanation ONLY of how the amount of travel is arrived at in each of the Zones, using \$.43 per km.

1. 0-25 kilometres - Free Zone.

2. 25-50 kilometres - the mid point of 25 to 50 is 37.5 kilometres minus 25 kilometre (Free Zone) = 12.5 km. Mileage is paid each way which is  $12.5 \times 2 = 25 \times .43 = \$10.75$ .

3. 50-75 kilometres - mid point is 62.5 kilometres minus 25 kilometres = 37.5 kilometres  $\times 2 = 75 \times .43 = \$32.25$ .

4. 75 - 100 kilometres - mid point is 87.5 kilometres minus 25 kilometres = 62.5 kilometres  $\times 2 = 125 \times .43 = \$53.75$ .

5. Over 100 kilometres – employees shall receive board allowance.

**K PAYMENTS OF FUNDS**

1. Payment for all funds as outlined in this Agreement shall be made monthly to the Trustees of the funds or as they may designate.

2. Each Contractor shall remit contributions and reports as designated by the Trustees by the 15th of each month next following the month for which they are due.

3. See Article 41 – Funds Remittance Process/Penalties.

4. When a Contractor has not employed any person or persons covered by this Agreement, and therefore, is not required to make contributions hereunder, he shall nevertheless submit a report marked "nil".

5. At no time and in no circumstance shall any contributions, deductions or remittances be paid directly to any employee.

6. A statement signed by a member of the Union, a Union Business Representative, a Trustee or an Administrator of a Fund shall constitute conclusive evidence of the number of hours earned by the members of the Union for the Employer and/or the failure to make contributions, allowances and or remittances when required by this agreement, including the Local 527 appendices. This shall also apply for the collection of Funds payable to the Contractor Association such as MIAC and Industry Funds, other than Windsor Zone 4 Industry Fund. All such statements shall be countersigned by the President of the MCA Zones.

\*\*All Union funds to be remitted to UBPS and Union Benefits will direct the funds to the proper administrators of each fund on behalf of the Members covered under this agreement.

**M MARKET RECOVERY**

1. In an attempt to regain a competitive edge in the minor commercial and light industrial areas of the "Industrial, Commercial and Institutional" scope of work, the Mechanical Contractors Association of Windsor and U.A. Local 527 (Windsor) have agreed to terms and conditions covering such work in a document heretofore known as the "Minor Commercial/Light Industrial Schedule M". Full details and particulars regarding these terms and conditions are available to all parties to the provincial agreement through the MCA Windsor and UA Local 527 (Windsor) offices.

2 It is recognized and fully understood by both parties that the use of the terms and conditions of the Schedule "M" will not permanently relieve them of any obligation to the full intent, terms or conditions of the prevailing Provincial I.C.I. collective agreement. It is further understood that the scope of the work referenced in schedule M is an integral part of the current I.C.I. agreement and may only be utilized in the interests of market recovery and in the manner prescribed in Schedule M.

3. Any willful misuse of the terms and conditions contained in Schedule M can result in abrogation of the entire document, with ninety (90) days notice given by either party to the agreement (Complying ongoing contracts excluded to completion). This action may be initiated by either the Mechanical Contractors Association of Windsor or the United Association of Journeymen and Apprentices Local 527 (Windsor).

**N CONTINGENCY FUND**

1. There shall be a contingency fund in addition to all other funds as herein set out.

2. Each Contractor agrees to deduct and remit for each employee the sum of (cents per hour):

	May 1/19	May 1/20	May 1/21
Straight Time	\$0.35	\$0.37	\$0.39
Time and One Half	\$0.53	\$0.56	\$0.59
Double Time	\$0.70	\$0.74	\$0.78

or part thereof worked by each employee and agrees to remit said amount directly to Local Union 527 by cheque or money order accompanied with a complete list of employees' names, hours paid and total amount submitted. These moneys shall be administered by the executive board of the local union.

**O PARKING**

1. The contractor shall be responsible for providing parking at no cost to the employee in a designated facility within a, mutually agreed upon, reasonable distance from a project.

2. Should no parking facility as described above be available, the contractor shall reimburse the employees to a maximum of \$8.25 per day worked upon the employee producing original receipts.

## **P**

### **SPECIAL HIRING PROVISIONS**

1. Both parties to this agreement will strive to streamline the hiring process by adhering to the following:

- All job requests will be in writing and/or faxed to the local office.
- The hiring forms as developed and amended by the parties will be utilized.
- The contractors shall strive to have all hiring requests filled 48 hours prior to the employee commencing work.
- The union shall strive to fill all employment requests within 48 hours or notify the contractor in a timely manner.

The contractors agree to abide by the UA Local 527 policy dealing with “working retirees” as it applies to lay-off procedures. Retiree Working

For all members of Local 527 who elect to retire after October 1, 2006 and then subsequently return to work the following rules will apply: The pensioner will continue to receive their pension regardless of whether they are working or not. (No restriction on the amount of hours worked). The pensioner will only be offered work when all “Active Members” on their trade out-of-work list have been called. When layoffs occur the pensioner will be laid off prior to any “Active Member” of their trade employed on the project, but after permit members and travel cards. No name hires will be allowed for pensioners under this system. Under the scenario the “Active Member” refers to a non-pensioner member of Local 527 and includes probationary apprentices.

## **Q LETTER OF UNDERSTANDING RE: SAFETY AND TRAINING**

The following letter of understanding was endorsed on March 14, 2013.

As both the United Association and the Mechanical Contractors Association agree there is a need for elevated work platform Training, UA Local 527 will endeavor to secure a Trainer and deliver the proper certification for the operation of elevated work platforms that are used in the ICI Sector.

Once the trainer is secured and the course is available to be administered, UA Local 527 will, to the best of their ability, taking into consideration the length of time needed to deliver this course to all members that may require the training, dispatch members to contractors with elevated platform training.

UA Local 527 and the MCA Zone 4, Zone 6 and Zone 7 will work together to identify all existing members of UA Local 527, through records kept on file at the Local Union Office and from employer history records held by individual contractors, to build into the database potential members that have not been trained in the past.

This cooperative effort will ensure that all employees will have the basic needed training to report to any construction project in the ICI sector. All other training that may be required for site specific projects will be the responsibility of the individual contractor to provide to the employee.





**APPENDIX 5  
ZONE 5 SARNIA - LOCAL UNION 663  
WAGE SCHEDULES**

Effective Dates	May 1/19	May 1/20	May 1/21
Basic Rate	46.11	47.30	48.67
Vacation Pay 12%	5.53	5.68	5.84
Welfare	4.00	4.00	4.00
Pension	7.50	7.50	7.50
Training	0.50	0.50	0.50
National Organizing Fund S.U.B.	incl.	incl.	incl.
Article 23	0.00	0.00	0.00
Article 30	0.03	0.03	0.03
De Novo (Article 34)	0.02	0.02	0.02
O.P.T.P.F. (Article 20)	incl.	incl.	incl.
OCS	incl.	incl.	incl.
Union Field Dues	incl.	incl.	incl.
Market Recovery Fund	0.15	0.15	0.15
TOTAL	63.84	65.18	66.71
Zone Association Fund	0.60	0.61	0.62
MIAC/WTF Funds	0.05	0.05	0.05
H&S Training Fund	0.50	0.50	0.50
De Novo (Employer Contribution)	0.02	0.02	0.02
Canadian Training Fund	0.05	0.05	0.05
Helmets to Hardhats	0.01	0.01	0.01
Industry Enhancement Fund	0.10	0.10	0.10
TOTAL	65.17	66.52	68.06
After Tax Deductions:			
Union Field Dues	0.70	0.70	0.70
O.P.T.P.F.	0.26	0.26	0.26
OCS	0.01	0.01	0.01
Contingency Fund	0.05	0.05	0.05
National Organizing Fund	0.10	0.10	0.10

Local 663 have included in their Base Rate the "Ontario Pipe Trades Promotion Fund", "Union Field Dues", "OCS (Ontario Construction Secretariat) Fund", Contingency Fund and National Organizing Fund. After Tax the full amount of each fund is deducted from Base Rate and remitted in accordance with the local Appendix. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001. \* to be reviewed annually.

FOREMAN Area plus 20%, Foreman plus 15%, Working plus 10%; 12%, 8%, 6% respectively if the Foreman has not successfully completed the UA Foreman course.

WORK WEEK 40 hours

Article No.	Title	Schedule	Title
101	Hiring	A	Wages
102	Reporting Time	B	Vacation & Statutory Holiday Pay
103	Job Steward	C	Welfare Fund
104	Work Break	D	Pension Fund
105	Job Site Accommodation	E	Training Fund
106		F	
107		G	Industry Fund
108	Hours of Work	H	Union Field Dues and/or Promo. Fund
109	Overtime	I	Travel Allowance
110	Shift Work	J	Board Allowance

Article No.	Title	Schedule	Title
111	Foremen		
112	Apprentices		
113	Pipe Cutting Machines		
114	Commercial Irregular Working Hours		
115	Brass and Lead Work		
116	Height Pay		
117	Premium for Work on Flarestacks		
118	Premium for Work in Process Piping		
119	Parking Facilities		
120	Camp Facilities		
121	Temporary Layoff		
122	Market Recovery Fund		
123	Delinquency Control		
124	Health & Safety Training Fund		

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

## APPENDIX 5 ZONE 5 SARNIA - LOCAL UNION 663

### Article 101 HIRING

101.1 The Employer agrees that he will not hire anyone who is not a member of Local Union 663 for any work coming under the jurisdiction of U.A. and that no member of Local Union 663 will be hired without a work referral slip from the Union Office. The Union agrees that when it has no members available it will issue a work card to men deemed qualified by the Employer until such time as there are Local Union 663 men available who are capable of doing the work required by the Employer.

101.2 Refer to Article 36 Re: Standard Provincial Hiring and Mobility provisions – which supersede any conflicting provisions in this Article 101.

### Article 102 REPORTING TIME

The decision and instructions to start or cease waiting or working shall be made by the Employer. Any employee failing to comply with such decision or instruction shall not be entitled to (i.e. shall forfeit) the foregoing minimums, including waiting time and/or time on the job.

When an employee is instructed to report for work, but is not placed to work or is unable to continue to work because of inclement weather or any other reason beyond the control of the Employer, the following shall apply:

- a) If an employee is not placed to work, they shall be entitled to a minimum of two (2) hours of pay at the applicable rate of pay or the actual waiting time, whichever is greater, provided such employee consents, if requested, to perform available work not affected by the weather.
- b) If an employee is placed to work, either initially or after a waiting period, they shall be entitled to a minimum of four (4) hours of pay at the applicable rate of pay or the actual waiting and working time, whichever is greater, and subject also to the following.
- c) If an employee is required to stay beyond the regular lunch break period, they shall be entitled to the actual waiting and working time at the applicable rate of pay.
- d) On those days where work is affected by heat stress, the employee shall be paid a minimum of two (2) hours reporting time if work is cancelled due to reasons of extreme heat. If work continues beyond two (2) hours and is cancelled before the regular shift ends due to reasons of extreme heat, the employee shall be paid for the actual time worked on the site at the applicable rate of pay.

## **Article 103**

### **STEWARDS**

103.1 The Union may appoint and the Employer shall recognize Stewards.

103.2 The Steward that is appointed shall be a qualified Journeyman, capable of performing the regular work in accordance with the job or project requirements.

103.3 The Union will notify the Employer of the name of the Steward when the appointment becomes effective.

103.4 The Steward shall be recognized as the site or job representative of the Union, for his employer only, and no discrimination shall be shown against him for carrying out his union duties.

103.5 The Stewards shall assist, when required, in adjusting differences or misunderstandings which may arise out of the interpretation, application or alleged violation of this Agreement, as it applies to the work force of his employer.

103.6 A Steward will not unduly absent himself from his appointed work to investigate any complaints or alleged violations of this Agreement, and he shall confine his activities to matters involved only in the work of his employer on the site for which he has been appointed as Steward.

103.7 A Steward shall notify the Foreman on the job before absenting himself from his work area to perform these duties, and he shall report to the Foreman upon his return to his regular work.

103.8 The Association and the Union shall set up a course to train Stewards and supervisors on the trade jurisdiction and mechanics to settle job disputes.

103.9 Job Stewards shall be paid fifty (50) cents above Journeyman's rate when there are 35 or more men under him.

103.10 The Steward shall be one of the last two Journeymen on the job provided he is qualified at his trade and provided he is capable of doing the work.

103.11 The Steward shall be notified of all overtime on the project, both planned, and when practical, of an emergency nature, and shall be given the opportunity to receive a fair share of the overtime.

## **Article 104**

### **COFFEE BREAKS**

104.1 The Contractor shall permit a 10 minute break after each two (2) hours of work between regular and overtime meal breaks.

104.2 Upon prior notice to the Union and agreement between the Union and the Employer or the Union and the Mechanical Contractors Association of Sarnia on behalf of affected employers, where a scheduled ten (10) hour work day is established, the coffee breaks may either be three (3) breaks of ten (10) minutes each or two (2) breaks of fifteen (15) minutes each. Provided that the union receives notice prior to the establishment or implementation of two (2) breaks of fifteen minutes each, it may not withhold or refuse its agreement.

104.3 (a) When working ten (10) hour shifts the employer may schedule two thirty minute paid breaks in each shift in lieu of the regular scheduled coffee and lunch breaks on such shifts. When the employer chooses to schedule two thirty minute breaks (in lieu of the regular scheduled coffee and lunch breaks), there will be a thirty (30) minute paid break in the first five hours of the shift and a thirty (30) minute paid break in the second five hours of the shift.

(b) When working eight (8) hour shifts the employer may schedule two thirty minute paid breaks in each shift in lieu of the regular scheduled coffee and lunch breaks on such shifts. When the employer chooses to schedule two thirty minute breaks (in lieu of regular scheduled coffee and lunch breaks), there will be a thirty (30) minute paid break in the first four hours of the shift and a thirty (30) minute paid break in the second four hours of the shift.

## **Article 105**

### **JOB SITE ACCOMMODATION**

When proper facilities are not already on the job it shall be the Employer's responsibility to see that proper lunchrooms, washroom and toilet facilities are available. Toilets to have running water and be heated where services are available.

## **Article 108**

## **HOURS OF WORK**

108.1 The regular working day (Monday to Friday inclusive) shall consist of eight (8) hours work between 8:00 a.m. and 4:30 p.m. with one half hour for lunch. All other hours worked in excess of the regular work week as stipulated shall be paid at double the regular time. Hours to be changed by mutual agreement.

108.2 After a man has worked his regular shift, and continues or is called back to work without an 8 hour break, then he will be paid over-time for all hours worked in excess of his regular shift.

108.3 It is not intended that an employee shall work more than sixteen (16) hours in any given twenty-four (24) hour period. It is, therefore, established that an employee must have at least eight (8) continuous hours off between regular shifts. It is the intent of this clause that no employee, who is called into work after their regular shift, shall lose pay on a regular shift due to taking the required eight (8) hour break i.e. employees commencing call-ins after their regular shift and who do not establish an eight (8) hour break before their next regular shift will not be penalized if the eight (8) hour rule prohibits the employee from starting work at the regular starting time on their regular shift. Once the employee has established a continuous eight (8) hour break from work, they will return to work and receive pay from the start of their regular shift. If the employee does not return to work after their eight (8) hour break, they will forfeit their claim for pay for the regular shift unless there is less than two hours remaining on such shift.

108.4 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 Overtime shall be paid at the rate of double time. Employees required to work more than two hours overtime shall be supplied a hot meal after two hours work and supplied a lunch every four hours thereafter at no cost or loss of time to the employee. The same meal conditions shall apply to the second and third shifts, except that employees working these shifts shall not be docked for lunch break. Employees working Saturday, Sunday and Statutory Holidays will be docked one-half hour for their noon lunch break. If they work beyond 4:30 p.m. then the above noted hot meal/lunch provisions will apply.

109.2 The meal requirement noted in 109.1 shall not apply to foremen who are working ten (10) hour shifts and who are required to report for work up to one (1) hour prior to their crews arriving at the site or are required to remain on the job up to one (1) hour after their crews have left the site.

## **Article 110**

## **SHIFT WORK**

110.1 If shiftwork should become necessary, in addition to the regular hours of work, one full additional shift must be worked in each 24 hour period. Shiftwork must be worked for at least four (4) consecutive work days. These may be based on consecutive regular work days, weekends or holidays, providing the applicable weekend and/or holiday premiums are paid. Refer to Standard Article 32 regarding special condition hours of work.

110.2 Monday through Friday: A shift commencing at 8:00 a.m. shall work the regular hours for 8 hours pay. A shift commencing any time after 8:00 a.m. and prior to 8:00 p.m. shall be paid a shift premium of 17.5% on the base rate for each hour earned on the shift. A shift commencing any time between 8:00 p.m. and 2:00 a.m. shall be paid a shift premium of 25% on the base rate for each hour earned on the shift. In each shift there shall be a one half hour unpaid lunch period. Hourly rates mentioned herein shall mean single time. No workman shall work more than one shift in any 24 hour period under the conditions of this section. For the purpose of this clause only Saturday will begin at 8:00 a.m. Saturday morning and Sunday will end at 8:00 a.m. Monday morning. In the event work is commenced on Saturday prior to 8:00 a.m. then double time will apply.

110.3 Men who are called to fill a shift who do not complete four full shifts to be paid regular overtime rates for all time worked. Employees who quit of their own volition or are discharged for cause shall be paid at the regular shift rate.

**Article 111****FOREMAN**

111.1 Foreman shall mean a qualified Journeyman who is elevated by an employer in view of his ability to accept responsibility. The Employer may have the exclusive right to appoint Foremen at the Foreman's rate and may revert a Foreman to a Journeyman's rate at the Employer's sole discretion.

111.2 When there are 2 Foremen on the job, one will be appointed Area Foreman at Area Foreman's rate of pay; but will also act as a Foreman until 2 full crews are established. Then one Area Foreman shall be appointed. One Area Foreman will be appointed for every 3 Foremen thereafter. When there are more than five (5) journeymen on the job the foreman will not be permitted to work with the tools.

111.3 On major construction projects should a welding co-ordinator or inspector be appointed he shall be a qualified welder of Local 663 and shall not be paid less than Foreman's rate of pay.

**Article 112****APPRENTICES**

112.1 The Employer and the Union agree to fully support and implement the provisions and intent of the Ontario Apprenticeship Act and to be governed by the terms of this Act except as modified by this Agreement. (See Schedule 'A')

112.2 The Sarnia and District Steamfitters and Plumbers Apprenticeship Council shall be composed of three (3) representatives of the Employers and three (3) representatives of the Union.

112.3 One Apprentice only is to be allowed on any job to each branch of the trade, except, where there are more than three Journeymen Plumbers or three Journeymen Steamfitters employed, and then one additional Apprentice may be allowed to each additional three Journeymen Steamfitters or Plumbers.

**Article 113****PIPE CUTTING MACHINES**

All pipe-cutting machines on the job shall be operated by members of Local Union 663 or indentured Apprentices.

**Article 114****COMMERCIAL IRREGULAR  
WORKING HOURS**

114.1 The normal starting and quitting times may be varied when required by the terms of the employer's contract when the work required to be done is in occupied premises. When these conditions apply, eight (8) continuous working hours per day shall be worked.

114.2 Any work performed under these conditions, outside the regular working hours of 8:00 a.m. to 4:30 p.m. shall be paid for at the regular hourly rate of pay, plus \$1.00 per hour, for each hour worked save and except when overtime rates apply.

114.3 All overtime work of any emergency repair nature where life may be endangered or property damaged, service shall be done at the regular rate of pay up to two hours, and if the work takes less than one hour and if it is necessary to call a workman from his home, he shall be paid for the traveling time to and from his home. In finishing up a repair job on regular working days, if to finish will not take more than one hour's time, it will be done at the regular rate of wages.

**Article 115****BRASS AND LEAD WORK**

Pertaining to the Pipe Fitting Industry, all brasswork to be tinned by members of Local 663. All lead burning and sheet lead work on the job site as pertaining to the Plumbing and Pipefitting Industry, to be done by members of Local Union 663.

**Article 116****HEIGHT PAY**

Members of Local Union 663 required to work any height over one hundred feet (100') where men have to work from platforms, catwalks, or scaffolds shall receive fifty (50) cents per hour over the regular hourly rate. This premium will not be paid when working on buildings or structures when permanent floors are installed.

All suspended basket work to be paid at the rate of \$1.00 per hour above base rate, other than work on flarestacks.

**Article 117 PREMIUM FOR WORK ON FLARESTACKS**

Work on flarestacks where fireproof clothing and air packs are required shall be paid for at a premium of \$6.00 for each hour worked, to apply only to those men actually up the flarestack. Work on flarestacks where fireproof clothing and air packs are not required shall be paid for at a premium of \$3.00 for each hour worked, to apply only to those men actually up the flarestack.

**Article 118 PREMIUM FOR WORK IN PROCESS  
PIPING THAT HAS BEEN IN OPERATION**

A premium of \$1.00 for each hour worked will be paid to men required to work inside process piping that has previously been in operation. This premium will apply only to the men required to work inside such pipe.

**Article 119 PARKING FACILITIES**

When parking lot becomes an issue on a job site because of location to said job site, the Company and the Union Representatives will negotiate walking time. Each problem to be handled on its own merit.

**Article 120 CAMP FACILITIES**

In the event that a job requires camp facilities, prior to construction of a camp to be occupied by Building Tradesmen, the responsible authority will first submit plans, in duplicate, to the Joint Council for approval. Such approval or rejection shall be given within fifteen days of application. The Joint Council being the established council of Sarnia Building Trades and the Sarnia Construction Association.

**Article 121 TEMPORARY LAY-OFF**

121.1 It is agreed that an Employer may place employees on temporary layoff not to exceed three (3) continuous weeks.

121.2 Employees who may be placed on temporary layoff by the employer beyond the three (3) week period and to whom the provisions above do not apply include:

1. Anyone over classification of foreman.
2. Core employees being thirty five (35) percent of the employers' total ICI Manhours worked for the previous calendar year divided by 2,000 hours.

It is agreed that this core number may be changed by mutual agreement between the employer and union.

3. The core number shall not be less than three (3) men per employer.

121.3 Temporary layoffs caused by suspension of work by an Owner shall not be included in computing the three (3) week period noted in Article 121.1 above.

**Article 122 MARKET RECOVERY FUND**

122.1 Each Employer shall contribute the sum of \$0.15 out of the total package for each hour earned by each journeyman on the employers payroll working under the terms of the Agreement to the Local Union 663 Market Recovery Fund. Contributions made on behalf of apprentices shall be pro-rated.

122.2 These contributions shall be payable to the Local Union 663, Market Recovery Fund on separate cheque and remitted monthly along with the welfare, pension and training fund contributions.

122.3 This fund is established to improve the employers competitiveness by providing subsidies to all employers bound by this agreement without discrimination and in equal amounts on targeted jobs where there is non-union competition.

122.4 This fund shall be administered by the union in its discretion and the union agrees to hold harmless the Association and the employer from any liabilities resulting from making payment into such fund.

122.5 Any employer desiring to apply for subsidy on a targeted job may obtain details of the procedures to be followed as agreed upon by the union and the MCA Sarnia from U.A. Local Union 663.

## **Article 123**

### **DELINQUENCY CONTROL**

123.1 All employer contributions and union deductions shall be remitted by the fifteenth (15<sup>th</sup>) day of the month following the month for which contributions and deductions were made to the administrator of LU 663 funds together with supporting information on a form as designated by LU 663 and MCAS. At no time shall the contributions, deductions, allowances and/or remittances be paid directly to the employee. If an employer does not have any employees in his employ, he shall submit a nil report in accordance with the above. The nil report shall only be required for the first month when no employees are working in subsequent months.

123.2 In the event, the employer fails to forward or deliver contributions and/or deductions with supporting information in accordance with 123.1 above, the employer shall pay liquidated damages of two (2%) percent of the arrears for each month or part thereof from the due date provided the employer has received ten (10) days prior written notice from the union to correct such delinquency and had not done so.

123.3 Where the Association and the Union agree that a contractor is continually delinquent and there is reasonable cause, the Administrator of the Trust may appoint an independent chartered accountant to enter the Employer's premises during regular business hours to perform an audit of the Employer's payroll records, only with respect to Employer remittances due to the Administrator, or, at the option of the Employer, he shall direct his Chartered Accountant to provide a certified audited statement in reply to questions submitted by the Administrator in this regard.

All fees and costs in connection with the Administrator appointed Auditors shall be borne by the applicable trust fund.

Where an Employer opts to direct his Chartered Accountant to provide a certified Audited Statement, the cost of such audit shall be borne by said Employer.

Where the audit reveals that the Employer has failed to remit contributions and /or deductions in accordance with this Agreement, the employer shall within ten (10) days of receipt of written notice from Administrator forward or deliver all outstanding contributions and/or deductions, plus any penalties with completed supporting information to the Administrator. In addition to the above, should the audit reveal a deliberate violation, the Trustee's may assess a penalty up to but not to exceed \$25,000.00.

123.4 Where the Union and the Association deem an employer to be a repeated delinquent in remitting contributions and /or deductions, the Trustees may require the employer to post a bond, letter of credit and /or other security acceptable to the Trustees in an amount determined by the Trustees and not to exceed the sum of ten thousand (\$10,000.00) dollars for each fund and/or plan to which the employer is required to make contributions, deductions or payment to be held in Trust by the Trustees for a period determined by the Trustees. Any arrears in Fund contributions, and/or deductions including liquidated damages may be drawn against the bond and/or other security acceptable to the Trustees.

## **Article 124**

### **HEALTH & SAFETY TRAINING FUND**

124.1 Each employer party to and working under the terms and conditions of Appendix 5 – Sarnia Schedule of the ICI Agreement shall contribute fifty (\$0.50) cents for each hour earned to this fund. Thereafter, the contribution shall be as otherwise agreed by the trustees.

124.2 To assist in the initial startup of the fund, MCAS agrees to provide bridge financing (to be repaid by the fund) up to a maximum total of one hundred thousand (\$100,000.00) dollars. This financing shall be made available when notice is received from the trustees that supplemental payments are required to cover costs. The parties (UA and MCAS) agree to review the hourly rate on an annual basis, for the duration of the Agreement, to determine if additional funding is required to fund payment of safety training as determined and recommended by the trustees.

124.3 The parties agree to establish a jointly trustee fund (administered by the union) whose intent and purpose would be to ensure that all UA tradespersons have required IEC safety training or other training as determined by the trustees prior to reporting for work.

124.4 The training requirements as established by the trustees shall be paid for by the newly created fund. The fund shall reimburse tradespersons for training as agreed to by the trustees. Cost of IEC will also be paid by the fund.

124.5 It is further agreed that such training as agreed to by the trustees shall be considered a condition of employment.

124.6 In consideration of the foregoing, it is agreed that the fund shall initially begin training tradespersons to the IEC Basic Safety Orientation Program (BSO) and to Fall Arrest in the first six (6) months following the implementation of this Agreement. Thereafter, the fund shall assume cost of providing all safety training on a schedule agreed to by the trustees. All costs (wages and IEC costs) paid for from the fund.

124.7 In further consideration of the above, the parties agree to establish a Trust by finalizing trust document requirements as soon as possible following the renewal of this Agreement. The trust shall be joint with each organization appointing three (3) trustees.

**SCHEDULES  
WAGES**

**A**

	Hourly Rate	Vac. Pay	Stat. Holiday	Welfare	Pension	Article 30	Other	Total Pkg.
Effective May 1, 2019	\$46.11	7% (\$3.23)	5% (\$2.30)	\$4.00	\$7.50	\$ .03	\$.67	\$63.84
Effective May 1, 2020	\$47.30	7% (\$3.31)	5% (\$2.37)	\$4.00	\$7.50	\$ .03	\$.67	\$65.18
Effective May 1, 2021	\$48.67	7% (\$3.41)	5% (\$2.43)	\$4.00	\$7.50	\$ .03	\$.67	\$66.81

2. (a) Foreman's Rate above Journeyman's Rate shall be as follows (where the Foreman has successfully completed the UA Foreman Course):

Effective	May 1/19	May 1/20	May 1/21
Area Foreman	\$55.33	\$56.76	\$58.40
Foreman	\$53.03	\$54.40	\$55.97
Working Foreman	\$50.72	\$52.03	\$53.54

2. (b) Foreman's Rate above Journeyman's Rate shall be as follows (where the Foreman has not successfully completed the UA Foreman Course):

Effective	May 1/19	May 1/20	May 1/21
Area Foreman	\$51.64	\$52.98	\$54.51
Foreman	\$49.80	\$51.08	\$52.56
Working Foreman	\$48.88	\$50.14	\$51.59

**3. Apprentices:**

- 1st term 50% of Base Rate
- 2nd term 60% of Base Rate
- 3rd term 70% of Base Rate
- 4th term 80% of Base Rate
- 5th term 90% of Base Rate

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

**B**

**VACATION PAY**

Vacation with pay rates shall be 7% and shall be in addition to the hourly rates. See Article 6.4 page 6 for payment method.

**STATUTORY HOLIDAYS**

Five percent (5%) of man's hourly rate shall be paid in lieu of Statutory Holidays and shall be added weekly to his pay cheque, amount to be shown on pay stub.

**C**

**WELFARE**

The employer shall contribute \$4.00 per hour for straight time hours; \$8.00 for overtime hours to the Administrator of Local Union 663's Health and Welfare Plan



for each employee on his payroll working under the terms of the Agreement. These contributions shall be sent to the Administrator monthly.

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

## **D PENSION**

The employer shall contribute \$7.50 per hour to the Administrators of Local Union 663 Pension Plan for each employee on his payroll under the terms of this Agreement. These contributions shall be sent to the Administrator monthly and shall be sent on a form separate from the Welfare Plan. All pension contributions to be held for employee on bank hour system. The hourly contributions for all overtime worked shall be \$15.00 per hour.

## **E TRAINING FUND**

The Employer of Local 663 people shall contribute 50 cents for straight time hours and \$1.00 for double time hours worked to the administrator of Local 663 Health and Welfare Fund to be deposited in an account set up and controlled by a Joint Board equal in members of Employers and Local 663 members for the training and upgrading of Local Union 663 members and Apprentices. Refer to Standard Article 23 for additional Training Fund.

All cheques paid out of this fund shall have to be authorized by the Joint Conference Board and each cheque shall be signed by at least one employer and one union member of the Joint Conference Board.

The signing parties shall be those designated from time to time by the Joint Conference Board.

## **G INDUSTRY FUND**

The employer of Local 663 people shall contribute 60 cents per hour; 61 cents per hour effective May 1, 2020; 62 cents per hour effective May 1, 2021 for straight time; and \$1.20; \$1.22; \$1.24 respectively per double time hours worked. These amounts to be deposited in an account set up and controlled by the Mechanical Contractors Association of Sarnia. All contributions made to this fund shall be used exclusively for the promotion, expansion and protection of the Plumbing and Pipefitting Industry and at no time may any of the contributions be used in any way to the detriment of the Union or any of its members.

## **I SARNIA TRAVEL CLAUSE**

Travel Time - men working when requested to work shall receive the following travel allowance, unless transportation is supplied by the employer on the employers' time:

Zone 1. - Free zone shall be defined as the City of Sarnia and Point Edward, East of the St. Clair River, South to the first Sombra Township Road South of Terra International (Canada) Inc. then Easterly to Highway #21 and North on Highway #21 to the Junction of Highway #402 and #21, then North to Lake Huron on Plympton Sideroad #15.

Zone 2. - Remainder of Lambton County, travel allowance shall be paid from the boundary of the free travel zone to the job and return to the free travel zone boundary at 62 cents per km.

Refer to Article 37 Re: the Standard Provincial Travel Free Zone – which supersedes this Schedule, where in conflict.

## **J BOARD ALLOWANCE**

Members of Local Union 663 working outside of Lambton County shall be paid regular rate of wages as set out in this agreement. Time traveling to and from work shall be paid at single time up to a maximum of eight (8) hours per day. Board allowance shall be at the rate of \$67.08 while out of town. If men leave the job on their own volition within 90 calendar days, transportation and traveling time returning to Sarnia may be withheld. The cost of transportation to and from the job but not travel time shall be paid to the employee by the Employer every six weeks.



**APPENDIX 6  
ZONE 6 LONDON - LOCAL UNION 527 (LONDON)  
WAGE SCHEDULES**

Effective Dates	May 1/19	May 1/20	May 1/21
Basic Rate	42.79	43.64	44.54
Vacation Pay 10%	4.28	4.36	4.45
Welfare	2.90	3.00	3.10
Pension	6.89	7.14	7.41
Training	0.73	0.73	0.73
S.U.B.	0.25	0.25	0.25
Article 23	0.15	0.15	0.15
Article 30	0.03	0.03	0.03
National Organizing Fund	0.10	0.10	0.10
De Novo (Article 34)	0.04	0.04	0.04
MRF	3.00	3.00	3.00
Helmets to Hardhats	0.01	0.01	0.01
O.P.T.P.F. (Article 20)	incl.	incl.	incl.
Union Field Dues	incl.	incl.	incl.
Contingency Fund	incl.	incl.	incl.
OCS	incl.	incl.	incl.
TOTAL	61.17	62.45	63.81
Zone Association Fund/OCS	0.39	0.39	0.39
MIAC/WTF Funds	0.05	0.05	0.05
TOTAL	61.61	62.89	64.25
After Tax Deductions:			
Union Field Dues	0.61	0.63	0.65
O.P.T.P.F.	0.26	0.26	0.26
Contingency Fund	0.35	0.37	0.39
OCS (Employee)	0.01	0.01	0.01

Local 527 Southwestern Ontario have included in their Base Rate the "Ontario Pipe Trades Promotion Fund", "Union Field Dues", "Contingency Fund", and "OCS (Ontario Construction Secretariat) Fund". After Tax the full amount of each fund is deducted from Base Rate and remitted in accordance with the local Appendix. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

FOREMAN - see Article 111.7

WORK WEEK - 40 hours

Article No.	Title	Schedule	Title
101	Hiring	A	Wages
102	Show-up Time	B	Vacation & Statutory Holiday Pay
103	Job Steward	C	Welfare Fund
104	Work Break	D	Pension Fund
105	Job Site Accommodation	E	Training Fund
106	Tools	F	Supplementary Unemployment Benefit
107	Emergency Repairs	G	Industry Fund
108	Hours of Work	H	Union Field Dues and/or Promo. Funds
109	Overtime	I	Travel Allowance
110	Shift Work	J	Board Allowance
111	Foremen	K	Payment of Funds
112	Apprentices & Journeyman		Training
113	General	N	Contingency Fund
114	Height Pay	O	Parking
115	Stabilization Fund	P	Special Hiring Provisions
		Q	L & U Re: Safety and Training

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

**APPENDIX 6  
ZONE 6 LONDON - LOCAL UNION 527 (LONDON)**

**Article 101**

**HIRING**

101.1 The employer agrees to employ only members of Local Union 527 and in recognition that the Union is the sole agent for the supply of employees, the employer shall ascertain that no employee commences work in the jurisdiction of the Union unless such employee has been dispatched from the Union Office.

101.2 Contractors shall give preference in employment to members of the Union.

101.3 A copy of the work referral shall be provided to the employer by electronic means. In the event this is not possible, a paper referral will be provided.

101.4 Any employee, properly referred from the Union, who reports for work at the direction of the employer on the day requested and is not hired, will receive 8 hours pay at the prevailing rate of pay plus all applicable benefits. The employer may without prejudice put in writing the reason for the non hire without pay.

101.5 Should the Union be unable to supply journeymen or apprentices, then the contractor may hire others, who as a condition of employment shall be required to obtain clearance from the Union office. Also refer to Schedule P special hiring provisions.

101.6 A contractor shall have the right to review the unemployed list of journeymen upon request via email.

101.7 Refer to Standard Article 36 Re: Standard Hiring and Mobility provisions – which supersede any conflicting provisions in this Article 101.

101.8 Any employee who reports to work on the date of hiring with a contractor and does not have proper documentation will be sent away without pay and not hired on by the contractor until the following proper documentation is provided:

- C of O/Apprenticeship Contract
- Valid OCOT Membership Card
- Worker Awareness in 4 steps
- WHMIS (Site Specific Training by Individual Employer)
- Working at Heights
- Any new legislated mandatory safety training prescribed Provincially or Federally
- See schedule Q – Letter of Understanding

101.9 Should it be necessary to reduce the work force within a company, the employer shall lay off his employees in the following sequence:

- Permit Members
- Travel Cards
- Retirees as per UA Local 527 bylaw 1.7

(For all members of Local 527 who elect to retire after October 1, 2006 and then subsequently return to work the following rules will apply: the pensioner will continue to receive their pension regardless of whether they are working or not). (No restriction on the amount of hours worked). The pensioner will only be offered work when all “active members” on their trade out-of-work list have been called. When layoffs occur the pensioner will be laid off prior to any “active member” of their trade employed on the project, but after permit members and travel cards. No name hires will be allowed for pensioners under this system. Under the scenario the “Active Member” refers to a non pensioner member of Local 527 and includes probationary apprentices.

**Article 102**

**SHOW-UP TIME**

102.1 Any employee reporting for work at the regular starting time, unless verbally notified or electronically notified and confirmed prior to the start of the shift, shall receive 4 hours pay at the prevailing wage rate and all other applicable benefits (defined in Article 1.9) whether or not work is available. The employee shall remain on the job for 4 hours unless released by the contractor or the contractors representative on the job.

## **Article 103**

## **JOB STEWARD**

103.1 A Job Steward shall be appointed by the Union Business Representative on any job, shift or shop. The contractor shall be notified in writing of the name of the Steward when the appointment becomes effective.

103.2 It shall be the duty of the Steward to make an effort and give every consideration that the provisions of this agreement are carried out with consideration and fairness to both parties concerned. The Steward shall in no way be discriminated against in the performance of his/her duties.

103.3 A Steward's duties shall pertain only to the particular contractor by whom they are employed. Therefore, such Stewards shall not interfere with other contractors on the job site.

103.4 Upon receiving a complaint or grievance from an employee, the Steward shall be permitted a reasonable amount of time during work hours without loss of pay to investigate the complaint or grievance. The Steward shall not direct the work force under any circumstances.

103.5 It is understood and agreed that the Stewards have their regular work to perform and they shall not absent themselves unduly from this work. There shall be no non-working Stewards.

103.6 Unless by mutual agreement between the union and the contractor, the Steward shall not be laid off or transferred prior to the manpower requirements being reduced to three (3) members, excluding the foremen, providing the Steward has the trade qualifications for the work to be performed. The contractor shall notify the business representative of the union when a Steward is to be laid off.

103.7 When two (2) or more men are required, excluding a foreman, the Steward shall be notified and will work all overtime hours that may be in effect on the job site if willing and qualified to perform the work.

## **Article 104**

## **WORK BREAK**

104.1 Employees shall receive a work break of ten (10) minutes duration. No employee shall work in excess of two (2) hours without a work break, or four (4) hours without a lunch period. When working 4 x 9 hour shifts the breaks and lunch will be shifted to compensate for the longer base workday. This refers to the two (2) standard breaks and lunch period.

104.2 The Contractor or foreman will arrange the time of the work breaks and lunch period.

104.3 On projects and jobs the lunch period and work breaks shall commence and terminate at the lunch room. Abuses of this clause will be just cause for discipline.

104.4 Employees who have been notified by the previous day to work overtime shall take a one half (1/2) hour lunch period without pay prior to the commencement of overtime.

104.5 Employees who have not been notified the previous day to work overtime will be allowed a half (1/2) hour lunch, the contractor will provide an adequate meal, at the expense of the contractor, to each employee involved in the work. Meal time will be ½ hour in duration and is not part of the hours of work.

104.6 By mutual agreement between the Union and the Employer, where a scheduled ten (10) hour overtime work day is established, the work breaks may either be three (3) breaks of ten (10) minutes each or two (2) breaks of fifteen (15) minutes each.

104.7 Employees will only be permitted to smoke off site during the course of the scheduled work breaks or lunch periods as prescribed. Abuses of this clause will be just cause for discipline. As per Smoke Free Ontario Act, s.o. 1994, c.10.

104.8 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.

104.9 In the event that 12 or more hours are worked in succession and the member was not notified the previous day, the contractor will provide an adequate meal, at the expense of the contractor, to each employee involved in the work. Meal time be ½ hour in duration and is not part of the hours of work.

## **Article 105**

### **JOB SITE ACCOMMODATION**

105.1 Drinking water shall be supplied by the employer in a sanitary container, along with paper cups, if required, or from an approved potable water faucet on all jobs as laid down in Federal, Provincial or Municipal Government regulations. All such paper cups or empty containers will be deposited in receptacles provided.

105.2 The employer shall provide adequate sanitary facilities on the job site in accordance with Federal, Provincial or Municipal Government regulations.

105.3 The employer shall provide suitable and adequately heated and lit shelters with tables and seating space for the employees in which they can eat their lunch. The shelter shall be maintained in a clean and sanitary condition and the area shall not be used for any other purpose. These shelters will be provided, providing no other suitable area within the building or plant are available.

105.4 If unsanitary conditions with regards to field toilets is discovered on any project and appropriate action has not been taken by the general contractor or the local department of health, then the contractor shall be notified and given 24 hours to have the situation rectified or be liable to provide a separate toilet for his workforce with a lock and keys.

## **Article 106**

### **TOOLS/TOOL CRIBS OR WAREHOUSES**

106.1 Tools shall be provided by the contractor with the exception of:

Steamfitters and Apprentices: 1-9" level, 1-25' tape measure, 1-10" pliers, 1-10" crescent wrench, 1 open end wrench set ¼" - 1", screwdriver set including large and small flat head, green, red and black Robertson, large and small Phillips and a personal toolbox.

Plumbers and Apprentices: 1-9" level, 1-25' tape measure, 1-10" pliers, 1-10" crescent wrench, 1 open end wrench set ¼" - 1", screwdriver set including large and small flat head, green, red and black Robertson, large and small Phillips and a personal toolbox.

Welders and Apprentices: 1-25' tape measure.

106.2 The Contractor shall furnish all other necessary tools and equipment and the contractor shall furnish the necessary lock-ups, tool boxes, or other safe place for storage. The employee shall be responsible for those tools he/she is issued provided he/she individual control of the lock-up facilities.

106.3 All other tools used on the project shall be supplied by the employer. It shall be the duty and responsibility of every member of Local 527 to return all tools supplied by the employer and to see that all tools are maintained in good working condition. All tools must be kept locked up when not in use, in such containers or tool cribs as designated by the employer, to prevent theft.

106.4 It shall be the duty of the foreman in charge on any project to maintain a close scrutiny and control over all tools supplied by the employer and to see that a record is kept.

106.5 All members of Local 527 shall report, without fail, the loss of any such tools to the job foreman, immediately upon discovery of the missing tool(s). Any broken or damaged tools shall be returned to the foreman prior to the completion of the working day, in order that the necessary repairs and/or replacement may be carried out.

106.6 Members employed under the terms of this agreement shall not use their car or vehicle to transport tools, equipment or materials for the contractor. It is further agreed that the members shall not rent, supply, lease or loan any tools, equipment or vehicles to any contractor.

106.7 On job sites where a tool crib is established for the checking of tools used on the work of the jurisdiction of this agreement, it is agreed that only members of Local 527 will be employed.

106.8 In instances when warehouses and/or stockpiles are established on the job sites, then the checking and handling of pipe, material and equipment shall be the work of the members of Local 527.

## **Article 107 EMERGENCY REPAIRS (NEW CONSTRUCTION ONLY)**

107.1 This article will only apply when the business representative agrees with the contractor involved that a true emergency occurred.

107.2 All overtime work of an emergency nature where life is endangered or property damaged shall be paid at one and one half (1 ½) the base rate including all applicable benefits.

#### **Article 108**

#### **HOURS OF WORK**

108.1 The regular hours of work Monday through Friday inclusive from 7:00 a.m. to 3:30 p.m., plus or minus (+/-) one (1) hour on start time with one half (1/2) hour for lunch, for a work week of forty (40) hours. This clause will apply to all commercial and institutional work in Zone 4 Windsor and Zone 7 Kitchener. Further it will also apply to the full ICI sector in Zone 6 London.

108.2 The regular hours of work Monday through Thursday inclusive from 7:00 a.m. to 3:30 p.m., plus or minus (+/-) one (1) hour on start time with one half (1/2) hour for lunch. On Fridays only regular hours of work will be from 7:00 a.m. to 11:00 a.m., plus or minus (+/-) one (1) hour on start time for a work week of thirty six (36) hours. This clause will apply to industrial work in Zone 4 Windsor and Zone 7 Kitchener.

108.3 Any variation from the above stipulated hours shall be by mutual agreement in writing between the contractor and the union.

108.4 Refer to Standard Article 33 regarding flexibility in scheduling work hours and Standard Article 39 regarding provision for forty (40) hour work week on mutual agreement.

#### **Article 109**

#### **OVERTIME**

109.1 All overtime beyond the normal hours per day on commercial and institutional projects shall be paid at the rate of time and one half the full rate of pay, Monday through Saturday. All overtime on industrial projects shall be paid at the rate of time and one half the full rate of pay, Monday through Friday. All overtime on industrial projects shall be paid at the rate of double time the full rate of pay on Saturdays. All work on Sundays and Statutory Holidays on ICI projects shall be paid at double time the full rate of pay.

109.2 All union members shall have the right to refuse to work overtime, and no contractor shall penalize or discriminate against a member of the union in any way for exercising this right.

109.3 When overtime is necessary it shall be equally and impartially divided by the contractor among the journeymen and apprentices on the project who are members of the union, with the exception of foremen. Members not working on the particular project during regular working hours shall not be brought from other projects and placed on overtime work while any of the regular crew are available, providing those members on the project have the necessary training and/or certifications for the overtime work to be done.

#### **Article 110**

#### **SHIFT WORK**

110.1 If shift work becomes necessary in addition to the ordinary hours of work, one (1) full additional shift must be worked in each twenty four (24) hour period. Refer to Standard Article 32 regarding special condition hours of work.

110.2 Shift work must be worked for at least four (4) consecutive work days. These may be based on consecutive regular work days, weekends or holidays, providing the applicable weekend and/or holiday premiums are paid.

110.3 The second shift shall receive pay for hours worked plus a premium of fifteen (15) percent of the basic rate. Second shift shall be one that starts any time between 9:00 a.m. and 7:00 p.m..

110.4 The third shift shall receive pay for hours worked plus a premium of twenty five (25) percent of the basic rate. Third shift shall be one that starts any time between 7:00 p.m. and 2:00 a.m..

110.5 When work cannot be done during regular working hours, such work be considered shift work providing the contractor notifies the union. Employees shall receive pay for hours worked plus a premium as outlined in Article 110.3 and 110.4.

110.6 All hours in excess of the regular shift hours shall be paid at prescribed overtime rates as outlined in Article 109 plus applicable premiums as outlined in Articles 110.3 and 110.4 .

## **Article 111**

## **FOREMEN**

111.1 Job foremen shall mean a qualified journeyman who is elevated by his employer to promote and ensure that: Regulatory and employer safety policies and working rules are adhered to. A foreman's duties shall include but not be limited to the laying out of work and instructing employees in their duties. He shall protect the interests of the contractor at all times, within the terms of this agreement.

111.2 Foremen, Area Foremen, Welding Foremen and General Foremen must be qualified journeymen members of Local 527, except where the provisions of Article 36B apply.

111.3 The contractor shall appoint or demote foremen at his discretion as may be required.

111.4 Contractors from outside the union's jurisdictional area shall be allowed to bring in one (1) foreman for the project. Any variations in this will be at the discretion of business manager and/or business agent.

111.5 The extent to which the foreman shall work with the tools of the trade shall be at the discretion of the contractor or his representative.

111.6 He shall protect and promote the interest of the contractor on the job or in the shop at all times within the terms of this agreement.

111.7 On a project that has nine (9) employees or less the foreman will receive eleven percent (11%) above the journeyman's base rate. On a project that has 10 or more employees the foreman will receive sixteen percent (16%) above the journeyman's base rate.

## **Article 112A APPRENTICESHIP AND JOURNEYMEN TRAINING COMMITTEE**

112A.1 The Joint Training Committee shall operate under the U.A. Local 527 Southwestern Ontario Training Trust Fund agreement with the expressed purpose of assuring the industry of an adequate supply of properly trained and skilled mechanics.

112A.2 This Committee shall be responsible for:

(a) An Apprenticeship Program under which the local Apprenticeship standards shall be administered and also co-ordinate with the Ontario College of Trades and Apprenticeship Act 2009 and amendments thereto, and

(b) A Journeyman Training Program under which advanced training programs will be administered and co-ordinate for the purpose of enabling Local Union 527 journeymen to acquire a full and complete knowledge of the advancement, new techniques and skills in their crafts.

112A.3 All probationary Apprentices shall register with the Joint Training Committee at the Union office before commencing work.

112A.4 The L.A.C. shall forward all reports to the Joint Training Committee to assist in determining whether apprentices are qualified in their trade.

112A.5 It is required as a condition of employment that each Apprentice attends classes as arranged by the Joint Training Committee in addition to those arranged by the Ministry of Training, Colleges and Universities, Apprenticeship and Client Services Branch.

112A.6 No Apprentice shall work overtime if it interferes with attending classes of any kind.

112A.7 Upon the successful completion of his/her exam and providing he/she has completed their Apprenticeship Contract, the Apprentice shall receive journeyman's wages. If the Apprentice fails the exam, the journeyman's rate will not be effective until the date of passing.

112A.8 One apprentice per trade may be employed in any shop where one (1) journeyman of that trade is regularly employed. The ratio for any additional apprentices shall be one (1) apprentice to each additional two (2) journeymen regularly employed.

112A.9 Each Apprentice must be under the supervision of a Journeyman.



112A.10 When an Apprentice is laid off, other than for just cause, by the Contractor, that said Contractor may not hire a new Apprentice with the same trade year and trade in his/her place while that Apprentice is unemployed.

112A.11 Both Union and Contractor shall strive to maintain a balanced Apprenticeship program. This shall apply to each branch of the trade.

112A.12 All new 1<sup>st</sup> term apprentices for the first 900 hours of their Apprenticeship will be paid as per schedule A at 40% with the exception of pension contributions. Pension contributions will not be paid to a 1<sup>st</sup> term apprentice until a first year apprentice reaches 901 hours.

### **Article 112B LOCAL APPRENTICESHIP COMMITTEE (L.A.C.)**

112B.1 There shall be a Local Apprenticeship Committee (L.A.C.) as prescribed by the Ministry of Training, Colleges and Universities.

112B.2 This Committee shall have equal representation from all three zones (Zone 4, Zone 6 and Zone 7) from both union and contractor and adhere to the number of committee members and their duties as per the UA Local 527 Southwestern Joint Training Committee Trust Agreement. In addition the Training Coordinator of Local 527 shall act as a Recording Secretary. Other members shall be appointed as prescribed or determined by the L.A.C..

112B.3 L.A.C. shall be empowered to act as an employer for the purpose of signing Contracts of Apprenticeship.

112B.4 The standard education required by qualifying candidates for Apprenticeship shall be a grade twelve (12) diploma or equivalent.

112B.5 All probationary Apprentices shall be indentured to the L.A.C.. The Contractors and the Union agree to abide by the "Apprenticeship Protocol" established by the Local Apprenticeship Committee. The union will not unreasonably hold up an approval of a contractor's selection for an apprenticeship recommendation.

112B.6 The L.A.C. shall perform its duties and exercise its responsibilities as set out on the Terms of Reference filed with the Ministry of Training, Colleges and Universities.

### **Article 112C APPRENTICESHIP AND JOURNEYMAN SAFETY TRAINING**

112C.1 The Joint Apprenticeship Training Committee shall act on behalf of U.A. Local 527 Southwestern Ontario, MCA Zone 7 Kitchener, MCA Zone 4 Windsor and MCA Zone 6 London to deliver the training as agreed as required.

112C.2 The JTC shall provide to new apprentices and new members along with existing members the following preliminary safety training: WHMIS, Working at Heights, Worker Awareness. Also see Schedule Q: Letter of Understanding Safety and Training.

112C.3 The classes in Article 112C.2 shall be scheduled every three months, or as deemed necessary or prescribed by Federal, Provincial or Municipal Regulations.

112C.4 This agreement shall apply for any new legislated mandatory safety training under the OHSA of Ontario.

### **Article 112D WELDING APPRENTICES**

112D.1 All rules under Article 112 will comply with the welding apprentices.

112D.2 All welding apprentices must have a current F3/F4 T.S.S.A. weld ticket before he/she can be dispatched for work.

112D.3 All new welding apprentices when dispatched to work will be paid at the rate of the current I.C.I. third year apprentice ratio.

112D.4 All new welding apprentices must complete three (3) 1800 hour terms with the JTC. When the apprentice completes their first 1800 hours they will then be paid the current fourth year apprentice I.C.I. rate, upon completion of the proceeding 1800 hours they will be paid the current fifth year apprentice I.C.I. rate. Upon completion of their final 1800 hours and proof of successful completion of the Red Seal Welding Program, they will be paid the current journeymen rate for a welding journeyman.

112D.5 The ratio of journeymen welders to apprentice welders will be two (2)

journeymen to one (1) apprentice welder per company. The local Business Manager has full discretion to reduce this ratio when he/she sees fit.

**Article 113 GENERAL**

113.1 No member shall be permitted to contract any of the work coming under the jurisdiction of this agreement without the permission from the Union Business Manager and the contractor.

113.2 No member of the union shall be required to take any time sheets or any job records to the contractors office on the employees own time. This clause does not apply to servicemen.

113.3 Officers of the union plus two additional members shall be granted leave of absence, without pay, when required for union business. Twenty-four (24) hours notice will be given to the contractor. Members shall not be discriminated against for such activity. No more than the above mentioned shall have leaves of absence on any one project unless consent has been given by the contractor.

113.4 On any day when rain or wet snow prevails on the job site, the contractor shall supply rubber boots, rubber pants and rubber jackets complete with rainproof pullover hoods at the contractors expense to all the employees requested to work in areas affected by these elements.

113.5 Contractors shall be responsible for the replacement of employees clothing for any damages which may occur while their clothing is on the contractors premises or jobsite when such damage is caused by fire, acid, chemicals or theft by forcible entry. This clause to exclude damage to the employees clothing caused by the proven negligence of the employee or fellow employees.

113.6 The contractor and the union agree to abide by the “Standard for Excellence” established by the Union.

113.7 Any Employer requiring employees to wear clothing or uniforms of the employers choice shall supply the clothing or uniforms at no cost to the employees.

**Article 114 HEIGHT PAY**

114.1 Where workmen are required to work 60’ and over from the ground on supporting structures or open platforms including trusses, stacks, towers, tanks, bosun chairs, swing or rolling scaffolds, or similar equipment where a workman is subject to a direct fall to the ground, a premium of \$1.00 per hour above his regular rate will be paid. Article 114.1 is not applicable to Rope Access Work as defined and compensated for in Article 45 of the Standard Articles.

**Article 115 STABILIZATION FUND**

115.1 UA Local 527 Southwestern Stabilization Fund, has been established to assist in the employers competitiveness when there is non-union competition in the following areas of jurisdiction; MCA Zone 7 Kitchener, MCA Zone 4 Windsor and MCA Zone 6 London.

115.2 In the event that the United Association Local 527 Southwestern Stabilization Fund is wound-up the employer contribution will be added to the base hourly journeyman rate of the employees.

115.3 The Fund will be administered by the Waterloo office location of UA Local 527 Southwestern Ontario. All enquiries and information on procedures will be directed to this location.

115.4 Effective May 1, 2016 each employer that has employees working in the UA Local 527 Southwestern Ontario will contribute the sum of \$2.75 per each hour earned; \$3.00 effective May 1, 2017. Apprentices will be prorated at the same percentage as per Schedule A. This Fund is payable to Trustees of Plumbers and Steamfitters Local 527 Employee Benefit Trust and remitted to the Union Benefits Plan Services or otherwise directed by UA Local 527.

**SCHEDULES  
A WAGES AND CONTRIBUTIONS**

1. The minimum regular hourly rate of wages for all journeymen members of Local 527 (London) covered by this Agreement shall be as follows:

From May 1, 2019 to April 30, 2020	\$42.79 per hour
From May 1, 2020 to April 30, 2021	\$43.64 per hour
From May 1, 2021 to April 30, 2022	\$44.54 per hour

2. The applicable pay percentages for plumbing apprentices and steamfitting apprentices will be as listed below:

First Term	40%	Journeyman's	Basic Rate
Second Term	50%	Journeyman's	Basic Rate
Third Term	60%	Journeyman's	Basic Rate
Fourth Term	70%	Journeyman's	Basic Rate
Fifth Term	80%	Journeyman's	Basic Rate

But upon ratification any apprentice receiving a previously negotiated pay percentage will continue to receive said percentage until moving into the next percentage of their Apprenticeship.

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

The applicable pay percentages for welding apprentices will be as listed below:

First Term	60%	Journeyman's	Basic Rate
Second Term	70%	Journeyman's	Basic Rate
Third Term	80%	Journeyman's	Basic Rate

But upon ratification any apprentice receiving a previously negotiated pay percentage will continue to receive said percentage until moving into the next pay percentage of their Apprenticeship.

## **B VACATION PAY**

1. The contractor agrees that the employees covered by this agreement shall be permitted to take four (4) weeks vacation yearly exclusive of statutory holidays, providing that a minimum of four (4) weeks notice is given by the employee to the contractor. Any variance to this procedure will be by mutual agreement between the contractor and the employee.

2. Allowance for vacation pay will be paid at the rate of four (4) percent of the employees gross wages. Allowance for statutory holidays will be paid at the rate of six (6) percent of the employees gross wages. See Article 6.4 for payment method.

3. Vacation and Statutory allowances shall be clearly indicated on the employees E.I. record of employment form.

## **C WELFARE FUND**

Should UA Local 527 be successful during the life of this agreement to move to a common health and welfare and/or pension fund with a common administrator or continue to operate with three separate health and welfare and/or pension funds under one administrator. As per the applicable wage schedule for each zone, all welfare monies shall be forwarded to Union Benefit Plan Services or such other Administrator as may be designated by Local 527. Union Benefit Plan Services shall then forward the contributions to the employees' Welfare Fund. All contractors agree to remit the prescribed amounts to the Administrator on behalf of all UA Local 527 members covered by this agreement.

1. All members of Local 527 and all other employees coming under the jurisdiction of Local 527 (Zone 6 London) shall be covered by a Group Insurance Plan through an Employer contribution into a trust account at the rate of \$2.90 for each hour earned by each employee; \$3.00 effective May 1, 2020; \$3.10 effective May 1, 2021 shall be forwarded to the Administrator for the Welfare Plan. Refer to Article 30 for additional contributions related to continuation of benefits.

2. All monies contributed to this plan shall be used exclusively to provide fully paid premiums for the following benefits:

- (a) Group Life and Long Term Disability
- (b) Any supplementary benefits negotiated in future as approved by the Trustees

3. It is agreed and understood, by both parties to this Agreement, that monies paid by way of employer contributions in excess of that amount that may be required by future legislation will be added to the wage rate used for additional benefits in accordance with the wishes of the Union membership.

4. Refer to Article 30 for additional contributions related to continuation of benefits.

**D**

**PENSION FUND**

Should UA Local 527 be successful during the life of this agreement to move to a common health and welfare and/or pension fund with a common administrator or continue to operate with three separate health and welfare and/or pension funds under one administrator. As per the applicable wage schedule for each zone, all pension monies shall be forwarded to Union Benefit Plan Services or such other Administrator as may be designated by Local 527. Union Benefit Plan Services shall then forward the contributions to the employees' Pension Plan. All contractors agree to remit the prescribed amounts to the Administrator on behalf of all UA Local 527 members covered by this agreement.

1. All members of Local 527 (London) and all other employees coming under the jurisdiction of Local 527 (London) shall be covered by a pension plan through a contribution into a trust account by the employer at the rate of \$6.89 for each hour earned by each journeyman, \$7.14 effective May 1, 2020; \$ 7.41 effective May 1, 2021 for all regular working hours.
2. Contributions for premium hours worked will be paid equal to the relationship of premium rate of wages to regular rate.

**E**

**TRAINING FUND**

1. There shall be a Training Fund known as the Local Union 527 Training Fund.
2. Contractor contributions to the Training Fund shall be \$0.73 per hour; and Training Fund payments shall be remitted for all employees employed under the terms and conditions of this Agreement. Refer to Standard Article 23 for additional Training Fund.
3. Schedule of Training Fund Payments (cents per hour):
 

Straight Time	\$0.73
Time and One Half	\$1.10
Double Time	\$1.46
4. Monies for the Training Fund shall be paid into the Fund to the Trustees under the terms and conditions of this Agreement.

**F**

**SUPPLEMENTARY UNEMPLOYMENT BENEFIT**

Should UA Local 527 be successful during the life of this agreement to move to a common health and welfare and/or pension fund with a common administrator or continue to operate with three separate health and welfare and/or pension funds under one administrator. As per the applicable wage schedule for each zone, all Supplementary Unemployment Benefit monies shall be forwarded to Union Benefit Plan Services or such other Administrator as may be designated by Local 527. Union Benefit Plan Services shall then forward the contributions to the employees' Supplementary Unemployment Benefit Plan. All contractors agree to remit the prescribed amounts to the Administrator on behalf of all UA Local 527 members covered by this agreement.

**G**

**INDUSTRY FUND**

1. The employer shall contribute thirty-nine (39) cents per hour for each hour paid to the employee into the Mechanical Contractors Association of London Industry Fund. Contributions for premium hours worked will be paid in accordance with Schedule D2. All of the moneys contributed to this fund shall be used exclusively for the benefit, promotion, expansion and protection of the Plumbing and Pipe Industry and at no time may any of the moneys so contributed be used in any way to the detriment of the Union or its members.
2. Contributions to the Industry Fund shall be paid to the Administrator of the Welfare and Pension plans stated in Article 115 and shall be submitted on the same official contributions form. The Administrator shall keep the Industry Fund moneys separate from the other contributions called for in Article 115 and shall deposit these moneys in a designated trust account as designated by the Zone Association.

**H**

**SUPPLEMENTAL FIELD DUES**

1. There shall be supplemental field dues in addition to all other funds as herein set out.

2. Each Contractor agrees to deduct and remit for each employee the sum of (cents per hour):	May 1/19	May 1/20	May 1/21
Straight Time	\$0.61	\$0.63	\$0.65
Time and One Half	\$0.92	\$0.95	\$0.98
Double Time	\$1.22	\$1.26	\$1.30

or part thereof worked by each employee and agrees to remit said amount directly to Local 527 by cheque or money order accompanied with a complete list of the employees' names, hours paid and the total amount submitted. These moneys shall be administered by the executive of the union.

**I&J TRAVEL AND BOARD ALLOWANCE**

**INDUSTRIAL WORK:**

Refer to Article 37 Re: the Standard Provincial Travel Free Zone – which supersedes this Schedule, where in conflict.

1. Zone #1

Zone number one (#1) shall be that area having a radius of twenty-five (25) km measured from the intersection of highways numbered two and four (2 and 4), (Dundas/Richmond Streets), in the City of London.

All employees working in this zone shall supply their own transportation to and from the projects or work site unless otherwise stipulated in this Schedule.

2. Zone #2

Zone number two (#2) shall be that area between the twenty-five (25) and forty-eight km (48) radius. All employees performing any work in the zone shall receive travel expense at the rate of \$17.48 per day; \$17.77 effective May 1, 2014; \$18.06 effective May 1, 2015.

3. Zone #3

Zone number three (#3) shall be that area between the forty-eight (48) and sixty-four (64) km radius. All employees performing any work in this zone shall receive travel expense at the rate of \$21.02 per day; \$21.37 effective May 1, 2014; \$21.72 effective May 1, 2015. The cities of Stratford and Tillsonburg in their entirety shall be deemed to be included in Zone #3.

4. Zone #4

Zone number four (#4) shall be that area between the sixty-four (64) and eighty (80) km radius. All employees performing any work in this zone shall receive travel expenses at the rate of \$29.64 per day; \$30.13 effective May 1, 2014; \$30.62 effective May 1, 2015.

5. Zone #5

Zone number five (#5) shall be that area between the eighty (80) and ninety-six (96) km radius. All employees performing work in this zone shall receive travel expenses at the rate of \$38.27 per day; \$38.91 effective May 1, 2014; \$39.55 effective May 1, 2015.

6. All employees who report for work at the beginning of any work shift and are transferred to another work site shall be paid travel expenses at the rate of 62 cents per km travelled.

7. Any employee who is sent to work on a project outside the twenty-five (25) km zone for a period of three (3) days or less shall be paid travel expenses from the 25 km free travel zone boundary to and from the project daily at the rate of 62 cents per km travelled.

If the employee chooses to stay in the area of the project he shall be paid one (1) round trip at the mileage rate and reasonable expenses for room and board.

8. In all cases where mileage is paid, the most direct and practical route shall be used in calculating expenses.

**BOARD ALLOWANCE**

1. Employees working in the jurisdiction area of Local 527 (London) beyond zone number five (#5) as spelled out in Schedule 1 (paragraph 5) shall receive board allowance at the rate of \$68.33 per day; \$69.68 effective May 1, 2014; \$71.08 effective May 1, 2015.

2. If a holiday falls during a normal work week, board allowance shall be paid for that day providing the employee is available for the work shift prior to the holiday and the work shift following the holiday.

3. Members of Local 527 (London) required to work outside the jurisdiction of Local 527 London shall be paid mileage calculated at 62 cents per km from the intersection of highways two and four (2 and 4) to the project and the same mileage when returning at the end of the project.

4. In the event the project as spelled out in paragraph 11 of this Schedule is one hundred and sixty (160) km or more from the intersection of highway two and four (2 and 4) in the city of London, the members of Local 527 London shall receive a return trip calculated at 62 cents per km every thirty (30) days during the life of the project.

5. Members of Local 527 (London) working outside the Local 527 (London) jurisdictional boundaries shall receive \$68.33 per day board allowance as spelled out in paragraph 9 of this Schedule or the allowance contained in the applicable agreement in the area where the project is located whichever is the highest.

#### COMMERCIAL AND INSTITUTIONAL WORK:

Refer to Article 37 Re: the Standard Provincial Travel Free Zone – which supersedes this Schedule, where in conflict.

1. Under option “A” or “B”, all travel allowance and/or board shall be paid on a per day worked basis.

2. (A) A travel free zone of fifty (50) radius kilometers centering on the Waterloo-Wellington Airport Tower in Zone 7, Dundas and Richmond Street (Hwy 2 and Hwy 4) London in Zone 6, Hwy 401 and County Rd 77 (Exit 48) in Zone 4, applies to all Contractors located within this travel Zone as well as all Contractors outside the jurisdictional area of the Union.

3. For jobs outside of this travel free zone, the contractor shall choose to follow either of the following options:

##### Option A:

(A) (Applies only to Zone 7 Industrial work) If the job is located between 25-50 radius kilometers from the Waterloo-Wellington Airport Tower or from the Contractor’s place of business as outlined in 2(b) above, the employee shall receive daily travel allowance listed as “A” in Article 4.

(B) If the job is located between 50-75 radius kilometers, the employee shall receive daily travel allowance listed as “B” in Article 4.

(C) If the job is located between 75-100 radius kilometers, the employee shall receive daily travel allowance listed as “C” in Article 4.

(D) If the job is located over 100 radius kilometers, the employee shall receive daily board allowance listed as “D” in Article 4.

##### Option B:

(A) (Applies only to Zone 7 Industrial work) On jobs located outside of the twenty-five (25) radius kilometer travel free zone centering on the Waterloo-Wellington Airport Tower or from the Contractor’s place of business or as outlined under option “A” 2(B), the contractor may choose to center the travel free zone at the job site. If this option is selected, the following will apply:

(B) The contractor shall have a travel free zone which is a circle having a radius of twenty-five kilometers from the job site. If the employee resides within this circle, no travel will be paid.

(C) If the employee resides within 25-50 radius kilometers of the job site, they will receive daily travel allowance as listed in “A” in Article 4.

(D) If the employee resides within 50-75 radius kilometers of the job site, they will receive daily travel allowance listed as “B” in Article 4.

(E) If the employee resides within 75-100 radius kilometers of the job site, they will receive daily travel allowance listed as “C” in Article 4.

(F) If the employee resides over 100 radius kilometers of the job site, they will receive daily board allowance listed as “D” in Article 4.

#### 4. Schedule of Payments:

May 1, 2018-	A -	\$ 0.00 PER DAY
April 30, 2022	B -	54.00 PER DAY
	C -	90.00 PER DAY
	D -	94.00 PER DAY

5. The contractor will meet with the designated representative of the Union prior to the commencement of the job to determine which option they will choose. If the contractor fails to notify the Union previous to the work commencing, option "A" will apply.

6. The appropriate rate of travel will be mutually agreed and will appear on the referral slip for any and all new employees referred to the job site.

7. When working outside the travel free zone, the employee shall be on the job at the regular starting time and work a full regular work day or shift and not be entitled to any wages for travel time.

8. When the employee is transferred between jobs during working hours and provides his own transportation, he shall be reimbursed by the sum of \$0.62 per km; on first class roads in addition to his hourly rate plus all applicable benefits.

9. Employees shall have the right to choose their own accommodations. Allowance for room and board shall be paid for statutory holidays providing the employee worked the scheduled work day preceding the holiday and the scheduled work day following the holiday.

10. If the employee must leave the job during the regular work day due to job conditions, illness, injury or any other legitimate reason, he will be paid for the full travel and/or board allowance for said day in accordance with this agreement.

11. When an employee is required to work where room and board is applicable, he shall be paid travel allowance of \$.56 per km; effective May 1, 2011 \$.59 per km; effective Nov 1, 2011 \$.59 per km; effective May 1, 2012 \$.62 from his contractor's free zone perimeter to the project or from the contractor's job site free zone to the employee's residence on commencement of work and also on lay-off or transfer. If the employee terminates his employment without giving forty-eight (48) hours notice or is dismissed for just cause, he shall not receive the travel allowance for the return trip.

12. All travel and/or board for travel card members shall be paid from the travel free zone at waterloo-wellington airport tower or his place of residence whichever is closer.

Note: This is an explanation ONLY of how the amount of travel is arrived at in each of the Zones, using \$.43 per km.

1. 0-25 kilometres - Free Zone.

2. 25-50 kilometres - the mid point of 25 to 50 is 37.5 kilometres minus 25 kilometre (Free Zone) = 12.5 km. Mileage is paid each way which is  $12.5 \times 2 = 25 \times .43 = \$10.75$ .

3. 50-75 kilometres - mid point is 62.5 kilometres minus 25 kilometres = 37.5 kilometres  $\times 2 = 75 \times .43 = \$32.25$ .

4. 75 - 100 kilometres - mid point is 87.5 kilometres minus 25 kilometres = 62.5 kilometres  $\times 2 = 125 \times .43 = \$53.75$ .

5. Over 100 kilometres – employees shall receive board allowance.

#### **K PAYMENTS OF FUNDS**

1. Payment for all funds as outlined in this Agreement shall be made monthly to the Trustees of the funds or as they may designate.

2. Each Contractor shall remit contributions and reports as designated by the Trustees by the 15th of each month next following the month for which they are due.

3. See Article 41 – Funds Remittance Process/Penalties.

4. When a Contractor has not employed any person or persons covered by this Agreement, and therefore, is not required to make contributions hereunder, he shall nevertheless submit a report marked "nil".

5. At no time and in no circumstance shall any contributions, deductions or

remittances be paid directly to any employee.

6. A statement signed by a member of the Union, a Union Business Representative, a Trustee or an Administrator of a Fund shall constitute conclusive evidence of the number of hours earned by the members of the Union for the Employer and/or the failure to make contributions, allowances and or remittances when required by this agreement, including the Local 527 appendices. This shall also apply for the collection of Funds payable to the Contractor Association such as MIAC and Industry Funds. All such statements shall be countersigned by the President of the MCA Zones.

**\*\*All funds to be remitted to UBPS and Union benefits will direct the funds to the proper administrators of each fund on behalf of the members covered under this agreement.**

**N CONTINGENCY FUND**

1. There shall be a contingency fund in addition to all other funds as herein set out.

2. Each Contractor agrees to deduct and remit for each employee the sum of (cents per hour):	May 1/19	May 1/20	May 1/21
Straight Time	\$0.35	\$0.37	\$0.39
Time and One Half	\$0.53	\$0.56	\$0.59
Double Time	\$0.70	\$0.74	\$0.78

or part thereof worked by each employee and agrees to remit said amount directly to Local Union 527 by cheque or money order accompanied with a complete list of employees' names, hours paid and total amount submitted. These moneys shall be administered by the executive board of the local union.

**O PARKING**

1. The contractor shall be responsible for providing parking at no cost to the employee in a designated facility within a, mutually agreed upon, reasonable distance from a project.

2. Should no parking facility as described above be available, the contractor shall reimburse the employees to a maximum of \$8.25 per day worked upon the employee producing original receipts.

**P SPECIAL HIRING PROVISIONS**

1. Both parties to this agreement will strive to streamline the hiring process by adhering to the following:

- All job requests will be in writing and/or faxed to the local office.
- The hiring forms as developed and amended by the parties will be utilized.
- The contractors shall strive to have all hiring requests filled 48 hours prior to the employee commencing work.
- The union shall strive to fill all employment requests within 48 hours or notify the contractor in a timely manner.

The contractors agree to abide by the UA Local 527 policy dealing with "working retirees" as it applies to lay-off procedures. Retiree Working

For all members of Local 527 who elect to retire after October 1, 2006 and then subsequently return to work the following rules will apply: The pensioner will continue to receive their pension regardless of whether they are working or not. (No restriction on the amount of hours worked). The pensioner will only be offered work when all "Active Members" on their trade out-of-work list have been called. When layoffs occur the pensioner will be laid off prior to any "Active Member" of their trade employed on the project, but after permit members and travel cards. No name hires will be allowed for pensioners under this system. Under the scenario the "Active Member" refers to a non-pensioner member of Local 527 and includes probationary apprentices.

**Q LETTER OF UNDERSTANDING RE: SAFETY AND TRAINING**

The following letter of understanding was endorsed on March 14, 2013.

As both the United Association and the Mechanical Contractors Association agree there is a need for elevated work platform Training, UA Local 527 will endeavor to secure a Trainer and deliver the proper certification for the operation of elevated work platforms that are used in the ICI Sector.



Once the trainer is secured and the course is available to be administered, UA Local 527 will, to the best of their ability, taking into consideration the length of time needed to deliver this course to all members that may require the training, dispatch members to contractors with elevated platform training.

UA local 527 and the MCA Zone 4, Zone 6 and Zone 7 will work together to identify all existing members of UA Local 527, through records kept on file at the Local Union Office and from employer history records held by individual contractors, to build into the database potential members that have not been trained in the past.

This cooperative effort will ensure that all employees will have the basic needed training to report to any construction project in the ICI sector. All other training that may be required for site specific projects will be the responsibility of the individual contractor to provide to the employee.



**APPENDIX 7  
ZONE 7 KITCHENER - LOCAL UNION 527 (KITCHENER)  
WAGE SCHEDULES**

Effective Dates	May 1/19	May 1/20	May 1/21
Basic Rate	43.53	44.27	45.14
Vacation Pay 10%	4.35	4.43	4.51
Welfare	3.55	3.80	4.03
Pension	6.89	7.13	7.41
Training	0.73	0.73	0.73
S.U.B.	0.25	0.25	0.25
Article 23	0.15	0.15	0.15
Article 30	0.03	0.03	0.03
National Organizing Fund	0.10	0.10	0.10
De Novo (Article 34)	0.04	0.04	0.04
Stabilization	3.00	3.00	3.00
Helmets to Hardhats	0.01	0.01	0.01
O.P.T.P.F. (Article 20)	incl.	incl.	incl.
Union Field Dues	incl.	incl.	incl.
Contingency Fund	incl.	incl.	incl.
OCS	incl.	incl.	incl.
WAP Scholarship Fund	incl.	incl.	incl.
TOTAL	62.63	63.94	65.40
Zone Association Fund	0.42	0.42	0.42
MIAC/WTF Funds	0.05	0.05	0.05
TOTAL	63.10	64.41	65.87
After Tax Deductions:			
Union Field Dues	0.61	0.63	0.65
O.P.T.P.F.	0.27	0.27	0.27
Contingency Fund	0.35	0.37	0.39
OCS (Employee)	0.01	0.01	0.01

Local 527 Southwestern Ontario have included in their Base Rate the "Union Field Dues", "Ontario Pipe Trades Promotion Fund", "Contingency Fund", " and "OCS (Ontario Construction Secretariat) Fund". After tax the full amount of these funds are deducted from Base Rate and remitted in accordance with the local Appendix. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

FOREMAN See Article 111.7  
WORK WEEK 36 hours (Industrial)/40 hours (Commercial and Institutional)

Article No.	Title	Schedule	Title
101	Hiring	A	Wages
102	Show-up Time	B	Vacation & Statutory Holiday Pay
103	Job Steward	C	Welfare Fund
104	Work Break	D	Pension Fund
105	Job Site Accommodation	E	Training Fund
106	Tools	F	S.U.B.
107	Emergency Repairs	G	Industry Fund
108	Hours of Work	H	Union Field Dues and/or Promo. Fund
109	Overtime	I	Travel Allowance
110	Shift Work	J	Board Allowance
111	Foremen	K	Payments of Funds
112	Apprentice & Journeyman Training	L	Trustees
113	General	M	Contingency Fund
114	Height Pay	N	Parking
115	Stabilization Fund	O	Special Hiring Provisions

Article No.	Title	Schedule	Title
		P	Letter of Understanding Re: Safety & Training
		Q	Letter of Understanding Re: Testing of Welders

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

### **APPENDIX 7 ZONE 7 KITCHENER-LOCAL UNION 527 (SOUTHWESTERN ONTARIO)**

#### **Article 101    HIRING**

101.1 The employer agrees to employ only members of Local Union 527 and in recognition that the Union is the sole agent for the supply of employees, the employer shall ascertain that no employee commences work in the jurisdiction of the Union unless such employee has been dispatched from the Union Office.

101.2 Contractors shall give preference in employment to members of the Union.

101.3 A copy of the work referral shall be provided to the employer by electronic means. In the event this is not possible, a paper referral will be provided.

101.4 Any employee, properly referred from the Union, who reports for work at the direction of the employer on the day requested and is not hired, will receive 8 hours pay at the prevailing rate of pay plus all applicable benefits. The employer may without prejudice put in writing the reason for the non hire without pay.

101.5 Should the Union be unable to supply journeymen or apprentices, then the contractor may hire others, who as a condition of employment shall be required to obtain clearance from the Union office. Also refer to Schedule P special hiring provisions.

101.6 A contractor shall have the right to review the unemployed list of journeymen upon request via email.

101.7 Refer to Standard Article 36 Re: Standard Hiring and Mobility provisions – which supersedes any conflicting provisions in this Article 101.

101.8 Any employee who reports to work on the date of hiring with a contractor and does not have proper documentation will be sent away without pay and not hired on by the contractor until the following proper documentation is provided:

- C of O/Apprenticeship Contract
- Valid OCOT Membership Card
- Worker Awareness in 4 steps
- WHMIS (Site Specific Training by Individual Employer)
- Working at Heights
- Any new legislated mandatory safety training prescribed Provincially or Federally
- See schedule Q – Letter of Understanding

101.9 Should it be necessary to reduce the work force within a company, the employer shall lay off his employees in the following sequence:

- Permit Members
- Travel Cards
- Retirees as per UA Local 527 bylaw 1.7

(For all members of Local 527 who elect to retire after October 1, 2006 and then subsequently return to work the following rules will apply: the pensioner will continue to receive their pension regardless of whether they are working or not). (No restriction on the amount of hours worked). The pensioner will only be offered work when all “active members” on their trade out-of-work list have been called. When layoffs occur, the pensioner will be laid off prior to any “active member” of their trade employed on the project, but after permit members and travel cards. No name hires will be allowed for pensioners under this system. Under the scenario the “Active Member” refers to a non pensioner member of Local 527 and includes probationary apprentices.

**Article 102****SHOW-UP TIME**

102.1 Any employee reporting for work at the regular starting time, unless verbally notified or electronically notified and confirmed prior to the start of the shift, shall receive 4 hours pay at the prevailing wage rate and all other applicable benefits (defined in Article 1.9) whether or not work is available. The employee shall remain on the job for 4 hours unless released by the Contractor or the Contractors representative on the job.

**Article 103****JOB STEWARD**

103.1 A Job Steward shall be appointed by the Union Business Representative on any job, shift or shop. The contractor shall be notified in writing of the name of the Steward when the appointment becomes effective.

103.2 It shall be the duty of the Steward to make an effort and give every consideration that the provisions of this agreement are carried out with consideration and fairness to both parties concerned. The Steward shall in no way be discriminated against in the performance of his/her duties.

103.3 A Steward's duties shall pertain only to the particular contractor by whom they are employed. Therefore, such Stewards shall not interfere with other Contractors on the job site.

103.4 Upon receiving a complaint or grievance from an employee, the Steward shall be permitted a reasonable amount of time during work hours without loss of pay to investigate the complaint or grievance. The Steward shall not direct the work force under any circumstance.

103.5 It is understood and agreed that the Stewards have their regular work to perform and they shall not absent themselves unduly from this work. There shall be no non-working Stewards.

103.6 Unless by mutual agreement between the Union and the contractor, the Steward shall not be laid off or transferred prior to the manpower requirement being reduced to three (3) members, excluding the foremen, providing the Steward has the trade qualifications for the work to be performed. The contractor shall notify the business representative of the Union when a Steward is to be laid off.

103.7 When two (2) or more men are required, excluding a foreman, the Steward shall be notified and will work all overtime hours that may be in effect on the job site if willing and qualified to perform the work.

**Article 104****WORK BREAK**

104.1 Employees shall receive a work break of ten (10) minutes duration. No employee shall work in excess of two (2) hours without a work break, or four (4) hours without a lunch period. When working 4 x 9 hour shifts the breaks and lunch will be shifted to compensate for the longer base workday. This refers to the two (2) standard breaks and lunch period.

104.2 The Contractor or foreman will arrange the time of the work breaks and lunch period.

104.3 On projects and jobs the lunch period and work breaks shall commence and terminate at the lunch room. Abuses of this clause will be just cause for discipline.

104.4 Employees who have been notified by the previous day to work overtime shall take a one half (1/2) hour lunch period without pay prior to the commencement of overtime.

104.5 Employees who have not been notified the previous day to work overtime will be allowed a half (1/2) hour lunch, the contractor will provide an adequate meal, at the expense of the contractor, to each employee involved in the work. Meal time will be ½ hour in duration and is not part of the hours of work.

104.6 By mutual agreement between the Union and the Employer, where a scheduled ten (10) hour overtime work day is established, the work breaks may either be three (3) breaks of ten (10) minutes each or two (2) breaks of fifteen (15) minutes each.

104.7 Employees will only be permitted to smoke off site during the course of the scheduled work breaks or lunch periods as prescribed. Abuses of this clause will be just cause for discipline. As per Smoke Free Ontario Act, s.o. 1994, c.10.

104.8 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.

104.9 In the event that 12 or more hours are worked in succession and the member was not notified the previous day, the contractor will provide an adequate meal, at the expense of the contractor, to each employee involved in the work. Meal time will be ½ hour in duration and is not part of the hours of work.

## **Article 105                      JOB SITE ACCOMMODATION**

105.1 Drinking water shall be supplied by the employer in a sanitary container, along with paper cups, if required, or from an approved potable water faucet on all jobs as laid down in Federal, Provincial or Municipal Government regulations. All such paper cups or empty containers will be deposited in receptacles provided.

105.2 The employer shall provide adequate sanitary facilities on the job site in accordance with Federal, Provincial or Municipal Government regulations.

105.3 The employer shall provide suitable and adequately heated and lit shelters with tables and seating space for the employees in which they can eat their lunch. The shelter shall be maintained in a clean and sanitary condition and the area shall not be used for any other purpose. These shelters will be provided, providing no other suitable area within the building or plant are available.

105.4 If unsanitary conditions with regards to field toilets is discovered on any project and appropriate action has not been taken by the general contractor or the local department of health, then the contractor shall be notified and given 24 hours to have the situation rectified or be liable to provide a separate toilet for his workforce with a lock and keys.

## **Article 106                      TOOLS/TOOL CRIBS OR WAREHOUSES**

106.1 Tools shall be provided by the contractor with the exception of:

Steamfitters and Apprentices: 1-9" level, 1-25' tape measure, 1-10" pliers, 1-10" crescent wrench, 1 open end wrench set ¼" - 1", screwdriver set including large and small flat head, green, red and black Robertson, large and small Phillips and a personal toolbox.

Plumbers and Apprentices: 1-9" level, 1-25' tape measure, 1-10" pliers, 1-10" crescent wrench, open end wrench set ¼" - 1", screwdriver set including large and small flat head, green, red and black Robertson, large and small Phillips and a personal toolbox.

Welders and Apprentices: 1-25' tape measure.

106.2 The Contractor shall furnish all other necessary tools and equipment and the contractor shall furnish the necessary lock-ups, tool boxes, or other safe place for storage. The employee shall be responsible for those tools he/she is issued provided he/she individual control of the lock-up facilities.

106.3 All other tools used on the project shall be supplied by the employer. It shall be the duty and responsibility of every member of Local 527 to return all tools supplied by the employer and to see that all tools are maintained in good working condition. All tools must be kept locked up when not in use, in such containers or tool cribs as designated by the employer, to prevent theft.

106.4 It shall be the duty of the foreman in charge on any project to maintain a close scrutiny and control over all tools supplied by the employer and to see that a record is kept.

106.5 All members of Local 527 shall report, without fail, the loss of any such tools to the job foreman, immediately upon discovery of the missing tool(s). Any broken or damaged tools shall be returned to the foreman prior to the completion of the working day, in order that the necessary repairs and/or replacement may be carried out.

106.6 Members employed under the terms of this agreement shall not use their car or vehicle to transport tools, equipment or materials for the contractor. It is further agreed that the members shall not rent, supply, lease or loan any tools, equipment or vehicles to any contractor.

106.7 On job sites where a tool crib is established for the checking of tools used on the work of the jurisdiction of this agreement, it is agreed that only members of Local 527 will be employed.

106.8 In instances when warehouses and/or stockpiles are established on the job sites, then the checking and handling of pipe, material and equipment shall be the work of the members of Local 527.

### **Article 107 EMERGENCY REPAIRS (NEW CONSTRUCTION ONLY)**

107.1 This article will only apply when the business representative agrees with the contractor involved that a true emergency occurred.

107.2 All overtime work of an emergency nature where life is endangered or property damaged shall be paid at one and one half (1 ½) the base rate including all applicable benefits.

### **Article 108 HOURS OF WORK**

108.1 The regular hours of work Monday through Friday inclusive from 7:00 a.m. to 3:30 p.m., plus or minus (+/-) one (1) hour on start time with one half (1/2) hour for lunch, for a work week of forty (40) hours. This clause will apply to all commercial and institutional work in Zone 4 Windsor and Zone 7 Kitchener. Further it will also apply to the full ICI sector in Zone 6 London.

108.2 The regular hours of work Monday through Thursday inclusive from 7:00 a.m. to 3:30 p.m., plus or minus (+/-) one (1) hour on start time with one half (1/2) hour for lunch. On Fridays only regular hours of work will be from 7:00 a.m. to 11:00 a.m., plus or minus (+/-) one (1) hour on start time for a work week of thirty six (36) hours. This clause will apply to industrial work in Zone 4 Windsor and Zone 7 Kitchener.

108.3 Any variation from the above stipulated hours shall be by mutual agreement in writing between the contractor and the Union.

108.4 Refer to Standard Article 33 regarding flexibility in scheduling work hours and Standard Article 39 regarding provision for forty (40) hour work week on mutual agreement.

### **Article 109 OVERTIME**

109.1 All overtime beyond the normal hours per day on commercial and institutional projects shall be paid at the rate of time and one half the full rate of pay, Monday through Saturday. All overtime on industrial projects shall be paid at the rate of time and one half the full rate of pay, Monday through Friday. All overtime on industrial projects shall be paid at the rate of double time the full rate of pay on Saturdays. All work on Sundays and Statutory Holidays on ICI projects shall be paid at double time the full rate of pay.

109.2 All Union members shall have the right to refuse to work overtime, and no contractor shall penalize or discriminate against a member of the Union in any way for exercising this right.

109.3 When overtime is necessary it shall be equally and impartially divided by the contractor among the journeymen and apprentices on the project who are members of the Union, with the exception of foremen. Members not working on the particular project during regular working hours shall not be brought from other projects and placed on overtime work while any of the regular crew are available, providing those members on the project have the necessary training and/or certifications for the overtime work to be done.

### **Article 110 SHIFT WORK**

110.1 If shift work becomes necessary in addition to the ordinary hours of work, one (1) full additional shift must be worked in each twenty four (24) hour period. Refer to Standard Article 32 regarding special conditions hours of work.

110.2 Shift work must be worked for at least four (4) consecutive work days. These may be based on consecutive regular work days, weekends or holidays, providing the applicable weekend and/or holiday premiums are paid.

110.3 The second shift shall receive pay for hours worked plus a premium of fifteen (15) percent of the basic rate. Second shift shall be one that starts any time between 9:00 a.m. and 7:00 p.m..

110.4 The third shift shall receive pay for hours worked plus a premium of twenty five (25) percent of the basic rate. Third shift shall be one that starts any time between 7:00 p.m. and 2:00 a.m..

110.5 When work cannot be done during regular working hours, such work be considered shift work providing the contractor notifies the Union. Employees shall receive pay for hours worked plus a premium as outlined in Article 110.3 and 110.4.

110.6 All hours in excess of the regular shift hours shall be paid at prescribed overtime rates as outlined in Article 109 plus applicable premiums as outlined in Articles 110.3 and 110.4 .

### **Article 111 FOREMEN**

111.1 Job foremen shall mean a qualified journeyman who is elevated by his employer to promote and ensure that: Regulatory and employer safety policies and working rules are adhered to. A foreman's duties shall include but not be limited to the laying out of work and instructing employees in their duties. He shall protect the interests of the contractor at all times, within the terms of this agreement.

111.2 Foremen, Area Foremen, Welding Foremen and General Foremen must be qualified journeymen members of Local 527, except where the provisions of Article 36B apply.

111.3 The contractor shall appoint or demote foremen at his discretion as may be required.

111.4 Contractors from outside the Union's jurisdictional area shall be allowed to bring in one (1) foreman for the project. Any variations in this will be at the discretion of business manager and/or business agent.

111.5 The extent to which the foreman shall work with the tools of the trade shall be at the discretion of the contractor or his representative.

111.6 He shall protect and promote the interest of the contractor on the job or in the shop at all times within the terms of this agreement.

111.7 On a project that has nine (9) employees or less the foreman will receive eleven percent (11%) above the journeyman's base rate. On a project that has 10 or more employees the foreman will receive sixteen percent (16%) above the journeyman's base rate.

### **Article 112A APPRENTICESHIP AND JOURNEYMEN TRAINING COMMITTEE**

112A.1 The Joint Training Committee shall operate under the U.A. Local 527 Southwestern Ontario Training Trust Fund agreement with the expressed purpose of assuring the industry of an adequate supply of properly trained and skilled mechanics.

112A.2 This Committee shall be responsible for:

(a) An Apprenticeship Program under which the local Apprenticeship standards shall be administered and also co-ordinate with the Ontario College of Trades and Apprenticeship Act 2009 and amendments thereto, and

(b) A Journeyman Training Program under which advanced training programs will be administered and co-ordinate for the purpose of enabling Local Union 527 journeymen to acquire a full and complete knowledge of the advancement, new techniques and skills in their crafts.

112A.3 All probationary Apprentices shall register with the Joint Training Committee at the Union office before commencing work.

112A.4 The L.A.C. shall forward all reports to the Joint Training Committee to assist in determining whether apprentices are qualified in their trade.

112A.5 It is required as a condition of employment that each Apprentice attend classes as arranged by the Joint Training Committee in addition to those arranged by the Ministry of Training, Colleges and Universities, Apprenticeship and Client Services Branch.

112A.6 No Apprentice shall work overtime if it interferes with attending classes of any kind.

112A.7 Upon the successful completion of his/her exam and providing he/she has completed their Apprenticeship Contract, the Apprentice shall receive journeyman's wages. If the Apprentice fails the exam, the journeyman's rate will not be effective until the date of passing.



112A.8 One apprentice per trade may be employed in any shop where one (1) journeyman of that trade is regularly employed. The ratio for any additional apprentices shall be one (1) apprentice to each additional two (2) journeymen regularly employed.

112A.9 Each Apprentice must be under the supervision of a Journeyman.

112A.10 When an Apprentice is laid off, other than for just cause, by the Contractor, that said Contractor may not hire a new Apprentice with the same trade year and trade in his/her place while that Apprentice is unemployed.

112A.11 Both Union and Contractor shall strive to maintain a balanced Apprenticeship program. This shall apply to each branch of the trade.

112A.12 All new 1<sup>st</sup> term apprentices for the first 900 hours of their Apprenticeship will be paid as per schedule A at 40% with the exception of pension contributions. Pension contributions will not be paid to a 1<sup>st</sup> term apprentice until a first year apprentice reaches 901 hours.

### **Article 112B LOCAL APPRENTICESHIP COMMITTEE (L.A.C.)**

112B.1 There shall be a Local Apprenticeship Committee (L.A.C.) as prescribed by the Ministry of Training, Colleges and Universities.

112B.2 This Committee shall have equal representation from all three zones (Zone 4, Zone 6 and Zone 7) from both Union and contractor and adhere to the number of committee members and their duties as per the UA Local 527 Southwestern Joint Training Committee Trust Agreement. In addition the Training Coordinator of Local 527 shall act as a Recording Secretary. Other members shall be appointed as prescribed or determined by the L.A.C..

112B.3 L.A.C. shall be empowered to act as an employer for the purpose of signing Contracts of Apprenticeship.

112B.4 The standard education required by qualifying candidates for Apprenticeship shall be a grade twelve (12) diploma or equivalent.

112B.5 All probationary Apprentices shall be indentured to the L.A.C.. The Contractors and the Union agree to abide by the "Apprenticeship Protocol" established by the Local Apprenticeship Committee. The Union will not unreasonably hold up an approval of a contractor's selection for an apprenticeship recommendation.

112B.6 The L.A.C. shall perform its duties and exercise its responsibilities as set out on the Terms of Reference filed with the Ministry of Training, Colleges and Universities.

### **Article 112C APPRENTICESHIP AND JOURNEYMAN SAFETY TRAINING**

112C.1 The Joint Apprenticeship Training Committee shall act on behalf of U.A. Local 527 Southwestern Ontario, MCA Zone 7 Kitchener, MCA Zone 4 Windsor and MCA Zone 6 London to deliver the training as agreed as required.

112C.2 The JTC shall provide to new apprentices and new members along with existing members the following preliminary safety training: WHMIS, Working at Heights, Worker Awareness. Also see Schedule Q: Letter of Understanding Safety and Training.

112C.3 The classes in Article 112C.2 shall be scheduled every three months, or as deemed necessary or prescribed by Federal, Provincial or Municipal Regulations.

112C.4 This agreement shall apply for any new legislated mandatory safety training under the OHSA of Ontario.

### **Article 112D WELDING APPRENTICES**

112D.1 All rules under Article 112 will comply with the welding apprentices.

112D.2 All welding apprentices must have a current F3/F4 T.S.S.A. weld ticket before he/she can be dispatched for work.

112D.3 All new welding apprentices when dispatched to work will be paid at the rate of the current I.C.I. third year apprentice ratio.

112D.4 All new welding apprentices must complete three (3) 1800 hour terms with the JTC. When the apprentice completes their first 1800 hours they will then be

paid the current fourth year apprentice I.C.I. rate, upon completion of the proceeding 1800 hours they will be paid the current fifth year apprentice I.C.I. rate. Upon completion of their final 1800 hours and proof of successful completion of the Red Seal Welding Program, they will be paid the current journeymen rate for a welding journeyman.

112D.5 The ratio of journeymen welders to apprentice welders will be two (2) journeymen to one (1) apprentice welder per company. The local Business Manager has full discretion to reduce this ratio when he/she sees fit.

#### **Article 113 GENERAL**

113.1 No member shall be permitted to contract any of the work coming under the jurisdiction of this agreement without the permission from the Union Business Manager and the contractor.

113.2 No member of the Union shall be required to take any time sheets or any job records to the Contractors office on the employees own time. This clause does not apply to servicemen.

113.3 Officers of the Union plus two additional members shall be granted leave of absence, without pay, when required for Union business. Twenty-four (24) hours notice will be given to the contractor. Members shall not be discriminated against for such activity. No more than the above mentioned shall have leaves of absence on any one project unless consent has been given by the contractor.

113.4 On any day when rain or wet snow prevails on the job site, the contractor shall supply rubber boots, rubber pants and rubber jackets complete with rainproof pullover hoods at the Contractors expense to all the employees requested to work in areas affected by these elements.

113.5 Contractors shall be responsible for the replacement of employees clothing for any damages which may occur while their clothing is on the Contractor's premises or jobsite when such damage is caused by fire, acid, chemicals or theft by forcible entry. This clause to exclude damage to the employees clothing caused by the proven negligence of the employee or fellow employees.

113.6 The contractor and the Union agree to abide by the "Standard for Excellence" established by the Union.

113.7 Any Employer requiring employees to wear clothing or uniforms of the employers choice shall supply the clothing or uniforms at no cost to the employees.

113.8 Upon the completion of their first term of apprenticeship, an apprentice shall receive up to \$150.00 from their employer for the purchase of CSA approved safety boots upon producing an original receipt.

#### **Article 114 HEIGHT PAY**

114.1 Where workmen are required to work sixty (60) feet and over from the ground on supporting structures or open platforms including trusses, stacks, towers, tanks, bosun chairs, swing or rolling scaffolds, elevated work platform or similar equipment where a workman is subject to a direct fall to the ground, a premium of \$1.00 per hour above his regular rate will be paid. Article 114.1 is not applicable to Industrial Rope Access Work as defined and compensated for in Article 45 of the Standard Articles.

#### **Article 115 STABILIZATION FUND**

115.1 UA Local 527 Southwestern Stabilization Fund, has been established to assist in the employers competitiveness when there is non-union competition in the following areas of jurisdictions; MCA Zone 7 Kitchener, MCA Zone 4 Windsor and MCA Zone 6 London.

115.2 In the event that the United Association Local 527 Southwestern Stabilization Fund is wound up the employer contribution will be added to the base hourly journeyman rate of the employees.

115.3 The Fund will be administered by the Waterloo office location of UA Local 527 Southwestern Ontario. All enquiries and information on procedures will be directed to this location.

115.4 Effective May 1, 2016 each employer that has employees working in the UA Local 527 Southwestern Ontario will contribute the sum of \$2.75 per each hour earned; \$3.00 effective May 1, 2017. Apprentices will be prorated at the same

percentage as per Schedule A. This Fund is payable to Trustees of Plumbers and Steamfitters Local 527 Employee Benefit Trust and remitted to the Union Benefits Plan Administrators or otherwise directed by UA Local 527.

**Article 116 TESTING OF WELDERS**

116.1 Unemployed Welders will be given the opportunity to be tested to the MCAO F6F5SS (GTAW/SMAW) Procedure once per calendar year. Refer also to Schedule R “Letter of Understanding Re: Testing of Welders”.

**A SCHEDULES WAGES AND CONTRIBUTIONS**

1. The minimum regular hourly rate of wages for all journeymen members of Local 527 (Kitchener) covered by this Agreement shall be as follows:

From May 1, 2019 to April 30, 2020	\$43.53 per hour
From May 1, 2020 to April 30, 2021	\$44.27 per hour
From May 1, 2021 to April 30, 2022	\$45.14 per hour

2. The applicable pay percentages for plumbing apprentices and steamfitting apprentices will be as listed below:

First Term	40%	Journeyman’s Basic Rate
Second Term	50%	Journeyman’s Basic Rate
Third Term	60%	Journeyman’s Basic Rate
Fourth Term	70%	Journeyman’s Basic Rate
Fifth Term	80%	Journeyman’s Basic Rate

The applicable pay percentages for welding apprentices will be as listed below:

First Term	60%	Journeyman’s Basic Rate
Second Term	70%	Journeyman’s Basic Rate
Third Term	80%	Journeyman’s Basic Rate

**B VACATION PAY**

1. The contractor agrees that the employees covered by this agreement shall be permitted to take four (4) weeks vacation yearly exclusive of statutory holidays, providing that a minimum of four (4) weeks notice is given by the employee to the contractor. Any variance to this procedure will be by mutual agreement between the contractor and the employee.

2. Allowance for vacation pay will be paid at the rate of four (4) percent of the employees gross wages. Allowance for statutory holidays will be paid at the rate of six (6) percent of the employees gross wages. See Article 6.4 for payment method.

3. Vacation and Statutory holiday allowances shall be clearly indicated on the employees E.I. record of employment form.

**C WELFARE FUND**

As per the applicable wage schedule in each zone, all welfare monies shall be forwarded to Union Benefit Plans Services or such other Administrator as may be designated by Local 527. Union Benefits shall then forward the contributions to the employee’s Welfare Fund. All Contractors agree to remit the prescribed amounts to the Administrator on behalf of all UA Local 527 members covered by this agreement.

1. There shall be a welfare benefit trust known as Local Union 527 U.A. Employee Benefit Trust.

2. Contractor contributions to the fund shall be per hour. Welfare fund payments shall be remitted for all employees employed under the terms and conditions of this Agreement. Refer to Article 30 for additional contribution related to continuation of benefits.

3. Schedule of Fund Payments (per hour):

	May 1/19	May 1/20	May 1/21
Straight Time	\$3.55	\$3.80	4.03
Time and one half	\$5.33	\$5.70	6.05
Double time	\$7.10	\$7.60	8.06

4. Moneys for Welfare Fund shall be paid into the Fund to the Trustees under the terms and conditions of this Agreement.

**D****PENSION FUND**

As per the applicable wage schedule in each zone, all pension monies shall be forwarded to Union Benefit Plans Services or such other Administrator as may be designated by Local 527. Union Benefits shall then forward the contributions to the employee's Pension Plan. All Contractors agree to remit the prescribed amounts to the Administrator on behalf of all UA Local 527 members covered by this agreement.

1. There shall be a Pension Fund known as: Local Union 527 Pension Plan.
2. Contractor contributions to the Fund shall be per hour; and Pension Fund payments shall be remitted for all employee's employed under the terms and conditions of this Agreement.
3. Schedule of Pension Fund Payments (per hour):

	May 1/19	May 1/20	May 1/21
Straight Time	\$ 6.89	\$ 7.13	\$ 7.41
Time and one half	\$10.34	\$10.70	\$11.12
Double time	\$13.78	\$14.26	\$14.82

**E****TRAINING FUND**

1. There shall be a Training Fund known as the Local Union 527 Training Fund.
2. Contractor contributions to the Training Fund shall be \$ per hour; and Training Fund payments shall be remitted for all employees employed under the terms and conditions of this Agreement. Refer to Standard Article 23 for additional Training Fund.
3. Schedule of Training Fund Payments (cents per hour):

Straight Time	\$0.73
Time and One Half	\$1.10
Double Time	\$1.46

4. Moneys for the Training Fund shall be paid into the Fund to the Trustees under the terms and conditions of this Agreement.

**F****SUPPLEMENTARY UNEMPLOYMENT BENEFIT**

As per the applicable wage schedule in each zone, all supplementary unemployment benefit monies shall be forwarded to Union Benefit Plans Services or such other Administrator as may be designated by Local 527. Union Benefits shall then forward the contributions to the employees Supplementary Unemployment Benefit Plan. All Contractors agree to remit the prescribed amounts to the Administrator on behalf of all UA Local 527 members covered by this agreement.

1. Each Contractor shall contribute to the Local 527 Supplementary Unemployment Benefit Fund a sum equal to twenty-five (25) cents for each hour's pay earned by each of his employees.
2. The Fund shall be administered by a Board of Trustees to be appointed by the Union.
3. Schedule of Supplementary Unemployment Benefit Payments:

Straight Time	25 cents per hour
Time and one half	38 cents per hour
Double Time	50 cents per hour

**G****INDUSTRY FUND**

1. There shall be an Industry Fund in addition to wages and all funds herein stated.
2. Contractor Contributions: Each Contractor agrees to pay and remit for each employee effective the date of this Agreement, the sum of (cents per hour):

Straight Time	42 cents per hour
Time and one half	63 cents per hour
Double Time	84 cents per hour

or part thereof worked by each employee, and agrees to submit said amount to the M.C.A. Zone in which the work is being performed and will be paid through the same Administrator, but it will be recorded as a separate sum and will be administered by the M.C.A. Zones for the general purposes of the Zone Association including, but not limited to education, negotiations, and the administration of this agreement.

## H

### SUPPLEMENTAL FIELD DUES

1. There shall be supplemental field dues in addition to all other funds as herein set out.
2. Each Contractor agrees to deduct and remit for each employee the sum of (cents per hour):

	May 1/19	May 1/20	May 1/21
Straight Time	\$0.61	\$0.63	\$0.65
Time and one half	\$0.92	\$0.95	\$0.98
Double time	\$1.22	\$1.26	\$1.30

or part thereof worked by each employee and agrees to remit said amount directly to Local 527 by cheque or money order accompanied with a complete list of the employees' names, hours paid and the total amount submitted. These moneys shall be administered by the executive of the Union.

## I & J

### TRAVEL AND BOARD ALLOWANCE

#### INDUSTRIAL WORK:

Refer to Article 37 Re: the Standard Provincial Travel Free Zone – which supersedes this Schedule, where in conflict.

1. Under Option "A" or "B", all Travel Allowance and/or Board Shall be paid on a per day worked basis.
2. (a) A travel free zone of twenty-five (25) radius kilometres centering on the Waterloo-Wellington Airport Tower applies to all Contractors located within this travel zone as well as all Contractors outside the jurisdictional area of the Union. (b) Any Contractor within the geographical area of the Union who has a permanent place of business located outside the travel free zone from the Waterloo-Wellington Airport Tower will have travel free zone of twenty-five (25) radius kilometres from his place of business.
3. For jobs outside of this travel free zone, the Contractor shall choose to follow either of the following options:

#### Option A:

- (a) If the job is located over 25 and up to 50 radius kilometres from the Waterloo-Wellington Airport Tower or from the Contractor's place of business as outlined in 2(b) above, the Employee shall receive daily travel allowance listed as "A" in Article 4.
- (b) If the job is located over 50 and up to 75 radius kilometres, the Employee shall receive daily travel allowance listed as "B" in Article 4.
- (c) If the job is located over 75 and up to 100 radius kilometres, the Employee shall receive daily travel allowance listed as "C" in Article 4.
- (d) If the job is located over 100 radius kilometres, the Employee shall receive daily board allowance listed as "D" in Article 4.

#### Option B:

- (a) On Jobs located outside of the twenty-five (25) radius kilometre travel free zone centering on the Waterloo-Wellington Airport Tower or from the Contractor's place of business as outlined under Option "A" 2(b), the Contractor may choose to centre the travel free zone at the job site. If this option is selected, the following will apply:
- (b) The Contractor shall have a travel free zone which is a circle having a radius of twenty-five kilometres from the job site. If the Employee resides within this circle, no travel will be paid.
- (c) If the Employee resides over 25 and up to 50 radius kilometres of the Job Site, they will receive daily travel allowance as listed in "A" in Article 4.
- (d) If the Employee resides over 50 and up to 75 radius kilometres of the Job Site, they will receive daily travel allowance listed as "B" in Article 4.
- (e) If the Employee resides over 75 and up to 100 radius kilometres of the Job Site, they will receive daily travel allowance listed as "C" in Article 4.
- (f) If the Employee resides over 100 radius kilometres of the Job Site, they will receive daily travel allowance as listed in "D" in Article 4.

4. Schedule of Payments

May 1, 2019	A -	\$ 18.00 PER DAY	
April 30, 2022	B -	54.00 PER DAY	
	C -	90.00 PER DAY	
	D -	94.00 PER DAY	(see example below)

5. The Contractor will meet with the designated representative of the Union prior to the commencement of the job to determine which option they will choose. If the Contractor fails to notify the Union previous to the work commencing, Option "A" will apply.

6. The appropriate rate of travel will be mutually agreed and will appear on the referral slip for any and all new employees referred to the Job Site.

7. When working outside the travel Free Zone, the Employee shall be on the job at the regular starting time and work a full regular work day or shift and not be entitled to any wages for travel time.

8. When the Employee is transferred between jobs during working hours and provides his own transportation, he shall be reimbursed by the sum of \$0.72 per km on first class roads in addition to his hourly rate plus all applicable benefits.

9. Employees shall have the right to choose their own accommodations. Allowance for room and board shall be paid for statutory holidays providing the employee worked the scheduled work day preceding the holiday and the scheduled work day following the holiday.

10. If the Employee must leave the Job during the regular work day due to job conditions, illness, injury or any other legitimate reason, he will be paid for the full travel and/or board allowance for said day in accordance with this agreement.

11. When an Employee is required to work where room and board is applicable, he shall be paid travel allowance of \$0.72 cents per km from his Contractor's free zone perimeter to the project or from the Contractor's job site free zone to the employee's residence on commencement of work and also on lay-off or transfer. If the Employee terminates his employment without giving forty-eight (48) hours notice or is dismissed for just cause, he shall not receive the travel allowance for the return trip.

12. All travel and/or board for travel card members shall be paid from the travel free zone at Waterloo-Wellington Airport Tower or his place of residence whichever is closer.

Note: This is an explanation only of how the amount of travel is arrived at in each of the zones, using \$0.43 per km.

1. 0-25 kilometres - free zone.

2. 25-50 kilometres - the mid point of 25 to 50 is 37.5 kilometres minus 25 kilometre (free zone) = 12.5 km. Mileage is paid each way which is  $12.5 \times 2 = 25 \times \$0.43 = \$10.75$ .

3. 50-75 kilometres - mid point is 62.5 kilometres minus 25 kilometres = 37.5 kilometres  $\times 2 = 75 \times \$0.43 = \$32.25$ .

4. 75 - 100 kilometres - mid point is 87.5 kilometres minus 25 kilometres = 62.5  $\times 2 = 125 \times \$0.43 = \$53.75$ .

5. Over 100 kilometres - employees shall receive board allowance.

**COMMERCIAL AND INSTITUTIONAL WORK:**

Refer to Article 37 Re: the Standard Provincial Travel Free Zone – which supersedes this Schedule, where in conflict.

1. Under option "A" or "B", all travel allowance and/or board shall be paid on a per day worked basis.

2. (A) A travel free zone of fifty (50) radius kilometers centering on the Waterloo-Wellington Airport Tower in Zone 7, Dundas and Richmond Street (Hwy 2 and Hwy 4) London in Zone 6, Hwy 401 and County Rd 77 (Exit 48) in Zone 4, applies to all Contractors located within this travel Zone as well as all Contractors outside the jurisdictional area of the Union.

(B) Any Contractor within the geographical area of the Union who has a permanent place of business located outside the travel free zone from the Waterloo-Wellington Airport Tower will have travel free zone of fifty (50) radius kilometers from his

place of business.

3. For jobs outside of this travel free zone, the contractor shall choose to follow either of the following options:

Option A:

(a) (Applies only to Zone 7 Industrial work) If the job is located over 25 and up to 50 radius kilometers from the Waterloo-Wellington Airport Tower or from the Contractor's place of business as outlined in 2(b) above, the employee shall receive daily travel allowance listed as "A" in Article 4.

(b) If the job is located over 50 and up to 75 radius kilometers, the employee shall receive daily travel allowance listed as "B" in Article 4.

(c) If the job is located over 75 and up to 100 radius kilometers, the employee shall receive daily travel allowance listed as "C" in Article 4.

(d) If the job is located over 100 radius kilometers, the employee shall receive daily board allowance listed as "D" in Article 4.

Option B:

(a) (Applies only to Zone 7 Industrial work) On jobs located outside of the twenty-five (25) radius kilometer travel free zone centering on the Waterloo-Wellington Airport Tower or from the Contractor's place of business or as outlined under option "A" 2(B), the contractor may choose to center the travel free zone at the job site. If this option is selected, the following will apply:

(b) The contractor shall have a travel free zone which is a circle having a radius of twenty-five kilometers from the job site. If the employee resides within this circle, no travel will be paid.

(c) If the employee resides over 25 and up to 50 radius kilometers of the job site, they will receive daily travel allowance as listed in "A" in Article 4.

(d) If the employee resides over 50 and up to 75 radius kilometers of the job site, they will receive daily travel allowance as listed in "B" in Article 4.

(e) If the employee resides over 75 and up to 100 radius kilometers of the job site, they will receive daily travel allowance as listed in "C" in Article 4.

(f) If the employee resides over 100 radius kilometers of the job site, they will receive daily board allowance as listed in "D" in Article 4.

4. Schedule of Payments:

May 1, 2019	A -	\$ 0.00 PER DAY
April 30, 2022	B -	54.00 PER DAY
	C -	90.00 PER DAY
	D -	94.00 PER DAY

5. The contractor will meet with the designated representative of the Union prior to the commencement of the job to determine which option they will choose. If the contractor fails to notify the Union previous to the work commencing, option "A" will apply.

6. The appropriate rate of travel will be mutually agreed and will appear on the referral slip for any and all new employees referred to the job site.

7. When working outside the travel free zone, the employee shall be on the job at the regular starting time and work a full regular work day or shift and not be entitled to any wages for travel time.

8. When the employee is transferred between jobs during working hours and provides his own transportation, he shall be reimbursed by the sum of \$0.72 per km; on first class roads in addition to his hourly rate plus all applicable benefits.

9. Employees shall have the right to choose their own accommodations. Allowance for room and board shall be paid for statutory holidays providing the employee worked the scheduled work day preceding the holiday and the scheduled work day following the holiday.

10. If the employee must leave the job during the regular work day due to job conditions, illness, injury or any other legitimate reason, he will be paid for the full travel and/or board allowance for said day in accordance with this agreement.

11. When an employee is required to work where room and board is applicable, he shall be paid travel allowance of \$0.72 per km from his contractor's free zone

perimeter to the project or from the contractor's job site free zone to the employee's residence on commencement of work and also on lay-off or transfer. If the employee terminates his employment without giving forty-eight (48) hours notice or is dismissed for just cause, he shall not receive the travel allowance for the return trip.

12. All travel and/or board for travel card members shall be paid from the travel free zone at Waterloo-Wellington airport tower or his place of residence whichever is closer.

Note: This is an explanation ONLY of how the amount of travel is arrived at in each of the Zones, using \$0.43 per km.

1. 0-25 kilometres - Free Zone.
2. 25-50 kilometres - the mid point of 25 to 50 is 37.5 kilometres minus 25 kilometre (Free Zone) = 12.5 km. Mileage is paid each way which is  $12.5 \times 2 = 25 \times 0.43 = \$10.75$ .
3. 50-75 kilometres - mid point is 62.5 kilometres minus 25 kilometres = 37.5 kilometres  $\times 2 = 75 \times 0.43 = \$32.25$ .
4. 75 - 100 kilometres - mid point is 87.5 kilometres minus 25 kilometres = 62.5 kilometres  $\times 2 = 125 \times 0.43 = \$53.75$ .
5. Over 100 kilometres – employees shall receive board allowance.

## **K PAYMENTS OF FUNDS**

1. Payment for all funds as outlined in this Agreement shall be made monthly to Union Benefit Plans Services or such other Administrator as may be designated by Local 527. Union Benefits shall then forward the contributions to the proper Administrators of each fund on behalf of the Members covered under this Agreement.
2. Each Contractor shall remit contributions and reports as designated by the Trustees by the 15th of each month next following the month for which they are due.
3. See Article 41 – Funds Remittance Process/Penalties.
4. When a Contractor has not employed any person or persons covered by this Agreement, and therefore, is not required to make contributions hereunder, he shall nevertheless submit a report marked "nil".
5. At no time and in no circumstance shall any contributions, deductions or remittances be paid directly to any employee.
6. A statement signed by a member of the Union, a Union Business Representative, a Trustee or an Administrator of a Fund shall constitute conclusive evidence of the number of hours earned by the members of the Union for the Employer and/or the failure to make contributions, allowances and or remittances when required by this agreement, including the Local 527 appendices. This shall also apply for the collection of Funds payable to the Contractor Association such as MIAC and Industry Funds. All such statements shall be countersigned by the President of the MCA Zones.

**\*\*All funds to be remitted to UBPS and Union Benefits will direct the funds to the proper administrators of each fund on behalf of the Members covered under this agreement.**

## **L TRUSTEES**

1. Training Program: Refer to Schedule E SW Ontario Training Trust Fund; and Article 112 Training Committee.

## **M CONTINGENCY FUND**

1. There shall be a contingency fund in addition to all other funds as herein set out.



2. Each Contractor agrees to deduct and remit for each employee the sum of (cents per hour):

	May 1/19	May 1/20	May 1/21
Straight Time	\$0.35	\$0.37	\$0.39
Time and one half	\$0.53	\$0.56	\$0.59
Double time	\$0.70	\$0.74	\$0.78

or part thereof worked by each employee and agrees to remit said amount directly to Local Union 527 by cheque or money order accompanied with a complete list of employees' names, hours paid and total amount submitted. These moneys shall be administered by the executive board of the local Union.

## **N PARKING**

1. The contractor shall be responsible for providing parking at no cost to the employee in a designated facility within a mutually agreed upon, reasonable distance from a project.
2. Should no parking facility as described above be available, the contractor shall reimburse the employees to a maximum of \$8.25 per day worked upon the employee producing original receipts.

## **O SPECIAL HIRING PROVISIONS**

1. Both parties to this agreement will strive to streamline the hiring process by adhering to the following:
  - All job requests will be in writing and/or faxed to the local office.
  - The hiring forms as developed and amended by the parties will be utilized.
  - The Contractors shall strive to have all hiring requests filled 48 hours prior to the employee commencing work.
  - The Union shall strive to fill all employment requests within 48 hours or notify the contractor in a timely manner.

The Contractors agree to abide by the UA Local 527 policy dealing with “working retirees” as it applies to lay-off procedures. Retiree Working

For all members of Local 527 who elect to retire after October 1, 2006 and then subsequently return to work the following rules will apply: The pensioner will continue to receive their pension regardless of whether they are working or not. (No restriction on the amount of hours worked). The pensioner will only be offered work when all “Active Members” on their trade out-of-work list have been called. When layoffs occur the pensioner will be laid off prior to any “Active Member” of their trade employed on the project, but after permit members and travel cards. No name hires will be allowed for pensioners under this system. Under the scenario the “Active Member” refers to a non-pensioner member of Local 527 and includes probationary apprentices.

## **P LETTER OF UNDERSTANDING RE: SAFETY AND TRAINING**

The following letter of understanding was endorsed on March 14, 2013.

As both the United Association and the Mechanical Contractors Association agree there is a need for elevated work platform Training, UA Local 527 will endeavor to secure a Trainer and deliver the proper certification for the operation of elevated work platforms that are used in the ICI Sector.

Once the trainer is secured and the course is available to be administered, UA Local 527 will, to the best of their ability, taking into consideration the length of time needed to deliver this course to all members that may require the training, dispatch members to Contractors with elevated platform training.

UA Local 527 and the MCA Zone 4, Zone 6 and Zone 7 will work together to identify all existing members of UA Local 527, through records kept on file at the Local Union Office and from employer history records held by individual Contractors, to build into the database potential members that have not been trained in the past.

This cooperative effort will ensure that all employees will have the basic needed training to report to any construction project in the ICI sector. All other training that may be required for site specific projects will be the responsibility of the individual contractor to provide to the employee.

**Q LETTER OF UNDERSTANDING RE: TESTING OF WELDERS**

The following Letter of Understanding was endorsed by the MCA and UA Local 527.

The parties recognize that the Welders of UA Local 527 should at all times be qualified to do both the SMAW and the GTAW process and have agreed to allow Unemployed Welders who come in to do their yearly F3/F4 (Birthday Test) to have the option to also do the MCAO F6F5SS (GTAW/SMAW) procedure with the cost of TSSA and radiographic fees paid for by the Contractor Association. If the Welder so chooses to have this qualification, he will not be issued another Test Verification Form (TVF) and will only be paid as per Article 21.4(c) in the Standard Articles upon successful completion of the MCAO Standard (F3F4-07) 6010/7018 Carbon Steel Procedure.

**APPENDIX 8  
ZONE 8 NIAGARA - LOCAL UNION 67 (NIAGARA)  
WAGE SCHEDULES**

Effective Dates	May 1/19	May 1/20	May 1/21
Basic Rate	42.01	42.92	44.03
Vacation Pay 10%	4.20	4.29	4.40
Welfare	2.52	2.52	2.52
Pension	7.49	7.49	7.49
Training	0.60	0.60	0.60
W.R.T. Fund	0.15	0.15	0.15
S.U.B.	0.20	0.20	0.20
Article 23	0.15	0.15	0.15
Article 30*	0.05	0.05	0.05
National Organizing Fund	0.10	0.10	0.10
De Novo (Article 34)	0.04	0.04	0.04
O.P.T.P.F. (Article 20)	0.26	0.26	0.26
OCS	0.01	0.01	0.01
Union Field Dues	0.77	0.79	0.81
ODR Fund	0.02	0.02	0.02
Benevolent Fund	0.10	0.10	0.10
Market Recovery Fund	1.78	2.03	2.28
Senior Social Fund	0.04	0.04	0.04
Contingency Fund	0.46	0.47	0.48
Building Fund	0.15	0.15	0.15
TOTAL	61.10	62.38	63.88
Zone Association Fund	0.39	0.42	0.45
MIAC/WTF Funds	0.05	0.05	0.05
TOTAL	61.54	62.85	64.38
After Tax Deductions:			
Union Field Dues	0.77	0.79	0.81
O.P.T.P.F.	0.26	0.26	0.26
OCS	0.01	0.01	0.01

Local 67 (Niagara) do not have included in their Base Rate the "Union Field Dues"/"OPTPF" or OCS (Ontario Construction Secretariat) Fund". After Tax, the full amount of the fund is deducted from Base Rate and remitted in accordance with the local Appendix. \*includes 0.05 additional deduction re: continuation of benefits coverage. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

FOREMAN Plus 12%

WORK WEEK 36 hours

Please refer to MCAHN or UA Local 67 for most current version of Wage Schedule.

Article No.	Title	Schedule	Title
101	Hiring	A	Wages
102	Show-up Time	B	Pay for Vacation & Statutory Holidays
103	Job Stewards	C	Health and Welfare Contribution
104	Work Break	D	Pension Plan Contribution
105	Water and Sanitation	E	Training Funds
106	Tools	F	Supplementary Unemployment Benefit
107	Emergency Repairs	G	Industry Fund
108	Hours of Work	H	Union Field Dues and Fringe Contributions
109	Overtime	I	Travel Allowance
110	Shift Work	J	Board Allowance
111	Foremen	K	Occupational Disease Research Fund
112	Apprentices	L	Benevolent Fund

Article No.	Title	Schedule	Title
113	Small Domestic & Commercial Jobs	M	Fringe Contributions
114	Welding	N	Water & Sanitation Regulation
115	Maintenance	O	Stabilization Fund
116	Working for Other Than Regular Employer		
117	Tool Pick-Up & Wash-Up		
118	Employee Vehicles		
119	Store Room and Tool Crib		
120	Pipe Cutting and Threading Machines		
121	Mark-Up Meeting		
122	Residential, Commercial, Maintenance, & Service Classification & Minor Const.		
123	WRT Fund		

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

## APPENDIX 8 ZONE 8 NIAGARA - LOCAL UNION 67 (NIAGARA)

### Article 101 HIRING

101.1 Employers shall give preference in employment to members of Local 67. In the event Local 67 is unable to supply the Union men, the party of the first part shall be at liberty to hire other men who shall be willing and eligible to become members of Local Union 67 within thirty (30) days. Members of Local Union 67 agree to work only for recognized shops and to give preference to such shops as are party to this Agreement.

101.2 Journeymen working on plumbing or steamfitting shall be required to carry the appropriate licenses. Employers agree to give full co-operation in having proper enforcement of license laws and in having all work in which the Contractor engaged covered for a full measure of safety.

101.3 Licenses: U.A. Local 67 shall supply properly licensed gas fitters, steamfitters, plumbers, and welders.

101.4 All Employees shall be hired by the Employer through the Local Union Office and such Employees shall have a signed Work Referral Slip prior to employment by the Employer.

101.5 The Employer shall have the right to choose on a Commercial or Institutional project any unemployed Local 67 Union members. Any abuse of this hiring practice shall be a violation of this Agreement.

101.6 When an Employee first reports for work with an Employer, the Employee must provide his Social Insurance Number and other necessary information for income tax purposes as required by statute.

101.7 When it is necessary to hire non-members of Local Union 67 who are members of the United Association, the Employer shall have the right to retain the non-member until completion of that project, job, or sixty (60) days from the date of hiring, whichever is less. Subject to conditions of Article 7 - Lay-off.

101.8 If non-members of the United Association are working and Local Union 67 members are unemployed, non-members of the United Association will be replaced by members of Local Union 67 who are in good standing. A non-member of the United Association may be replaced after he has worked one week and the Company has received one day's notice that the non-member is to be replaced. Subject to conditions of Article 7 - Lay-off.

101.9 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 at the direction of the Employer at the time of his initial hiring with the required referral order from Local Union 67 and is not hired shall receive the recompense of four (4) hours pay at the regular rate of pay, plus all normal contributions and vacation pay providing that the Employee reports on the day required.

102.2 When an employee reports to work and is unable to work because of inclement weather or unsafe condition caused by inclement weather, he shall be paid four (4) hours reporting time at the applicable rate plus all normal contributions and vacation pay. Employees shall remain on the job unless otherwise directed by the Employer or the Employer's agent. This paragraph on reporting time does not apply to jobbing.

#### **Article 103**

#### **JOB STEWARDS**

103.1 On a job where there are five (5) or more men working, a Job Steward shall be appointed by the Local Business Agent. He must be on the job at all times while the work is in progress, and may have the privilege of consulting the foreman about safety or any difficulties that may arise.

Union business, unrelated to the project, must not be conducted during work hours without the approval of the employer supervision. A Job Stewart's duties shall pertain only to the particular Contractor by whom he is employed, and he shall make every effort and consideration that the provisions of the agreement are carried out in accordance with the Standards of Excellence. He shall have seniority on the job until the work force is reduced to five (5) men permanently, but must possess the skills necessary to perform the work. The Union shall notify the Employer by mail, fax or email when a Job Steward is appointed and the Employer shall notify the Union by mail, fax or email when a Job Steward is to be laid off. Job Stewards shall receive reasonable notice of lay-off and transfer of personnel

#### **Article 104**

#### **WORK BREAK**

104.1 A work break, not exceeding a ten (10) minute stoppage of work, may be taken once in the first half of any shift, and once in the second half of any shift. 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. The foreman or supervisor will use his own discretion as to the time of this break; however, he should endeavor to arrange it mid-way through the first and second half of the shift.

104.2 If an Employee is required to work beyond the regular working hours, a work break shall be granted before commencing overtime provided a meal break is not taken. This shall not apply to jobbing work.

104.3 By Mutual agreement between the Union and the Employer, where a scheduled ten (10) hour overtime work day is established, the work breaks may either be three (3) breaks of ten (10) minutes each or two (2) breaks of fifteen (15) minutes each.

#### **Article 105**

#### **WATER AND SANITATION**

105.1 The Employer and each individual Employee agrees to abide by the current Construction Safety Act, and Amendments thereto, and the Ontario Health and Safety Regulations. A description of these sections forms a part of this Agreement.

105.2 Properly heated eating and clothing facilities will be provided for workers from the start of any project. These facilities must be constructed to give protection from weather and are to be maintained in a clean and sanitary condition.

105.3 Toilets as required by the Ontario Occupational Health and Safety Act are to be provided when seven (7) or more members of the Union are employed on a project, which shall be for the exclusive use of those members and shall be cleaned every third working day. The Contractor shall endeavor to supply flush toilets where possible.

#### **Article 106**

#### **TOOLS**

106.1 Employees shall take reasonable care of tools issued to them and shall be required to return tools to the foreman or tool crib attendant on Employer's time. He shall also report on loss, damage or transfer of same.

106.2 Each journeyman/apprentice shall supply the following list of tools as a complete kit:

- One pair of Pliers
- One 9" Torpedo Level
- One 16' Combination Metric Tape

106.3 All other tools required for the proper installation of a complete plumbing job or heating system shall be supplied by the Employer.

106.4 All members of Local 67 who report for work by direction of the Employer at the time of initial employment and are not in possession of the tools required to

perform the work for which they are hired as outlined in sections 106.2 of this Article, shall not be eligible for employment. The Employer shall have the right to refuse employment to such Employees and shall not be required to pay the established rate as called for in Article 102.

106.5 If it is found at any time that Employees when working on a job or in the shop are not in possession of the said tools required to perform the work for which they are being hired, the Employer shall have the right to discharge such Employee if not in possession of said tools within five (5) working days.

#### **Article 107** **EMERGENCY REPAIR WORK IN PRIVATE RESIDENCES**

107.1 In private residences, that is, homes or apartments, the first four (4) hours overtime shall be paid at the straight time rate. Beyond the first hour (4) hours of overtime, the rate shall be time and one-half.

#### **Article 108** **HOURS OF WORK**

108.1 The regular hours of work Monday to Thursday inclusive, shall be from 8:00 a.m. to 4:30 p.m. with one half hour for lunch. On Friday, only the regular work hours will be from 8:00 a.m. to 12:00 noon.

108.2 Upon reasonable notice (one week), should a job or local conditions indicate a desirability for change in the ordinary hours of work, these hours may be changed by mutual consent of the Union office and the contractor or his representative.

108.3 Upon reasonable notice (one week), should the regular hours of work, be changed by mutual consent as stated in 108.2 above, to a work week having 36 hours (four x 9-hour shifts), the daily work schedule will begin at 7:30 a.m. and terminate at 5:00 p.m. with one half hour for lunch. At the employers discretion hours of work may be changed to those noted in 108.1. Such consent shall be confirmed in writing between the Union office and the employer.

All overtime hours above the (9) hours per day shall be paid at the rate of double time.

108.4 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, Sundays, earned days off, and the Statutory Holidays listed in Article 6 when worked shall be paid for 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 ½) one and one half times the full rate of pay.

All other overtime beyond the normal hours per day shall be paid at the rate of double time with the exception of residential, maintenance and shift work.

#### **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 provisions of Paragraph 110.7 of this Article shall prevail. Refer to Standard Article 32 regarding special condition hours of work.

110.2 Shift work must be worked for at least four (4) consecutive work days. These may be based on consecutive regular work days, weekends or holidays, providing the applicable weekend and/or holiday premiums are paid.

110.3 Work commencing at the regular starting time shall work the ordinary hours of work at regular pay.

110.4 A shift commencing anytime after nine a.m. (9:00 a.m.) and prior to seven p.m. (7:00 p.m.) shall work eight (8) hours for nine (9) hours pay.

110.5 A shift commencing anytime between seven p.m. (7:00 p.m.) and two a.m. (2:00 a.m.) shall work seven (7) hours for nine (9) hours pay. Hourly rates mentioned herein shall mean single time.

110.6 No employee shall work more than one (1) shift in any calendar day under the conditions of the above clauses. Overtime hours shall not be considered shift work.

110.7 Irregular Hours - when work cannot be done during the regular day shift, a shift may be worked any time between 12:00 midnight Sunday and 12:00 midnight Thursday with hours of work and rates of pay in accordance with Clauses 110.4 and 110.5.

## **Article 111 FOREMEN**

111.1 Journeymen in charge of work where a number of Journeymen are employed shall receive the additional remuneration of twelve percent (12%) 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 67 members when appointing a Foreman.

111.2 All foreman shall be members of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

111.3 The employer may appoint, at his own discretion, a qualified member of the Union to the position of foreman. He may also appoint, at his own discretion, additional foremen as may be required on the project by reason of the size or complexity of project.

111.4 A foremen's duties shall include, but not be limited to promoting and ensuring that regulatory and employer safety policies and working rules are adhered to, laying out work and instructing employees in their duties, methods and efficiency within the terms of this agreement.

111.5 The foremen shall project and promote the interest of the Contractor on the job or in the shop at all times, within the terms of this Agreement.

## **Article 112 APPRENTICES**

112.1 To assure the Industry of an adequate supply of properly trained and qualified mechanics, a Joint Apprenticeship and Training Committee (JATC) has been formed. This Committee consists of six (6) members - three (3) from UA Local 67, and three (3) MCHAN. Each party may appoint an alternate member.

The JATC shall be responsible for the administration of local apprenticeship standards and for ensuring compliance with the provisions and intent of all applicable legislation.

All applicants for apprenticeship must make application and meet all requirements of the JATC excepting UA members transferred from other areas.

UA Local 67 and the JATC will not unreasonably withhold an approval of a contractor's selection for an apprentice providing they meet the requirements as stated above. All apprentices must obtain a work referral slip from UA Local 67 before commencing work.

All apprentices shall be indentured to the JATC. The JATC shall be the Local Apprenticeship Committee (LAC) as prescribed and mandated by all applicable legislation.

No first year apprentices without a contract shall be hired while there are qualified apprentices unemployed without the JATC's written approval. This shall apply to each branch of the trade.

112.2 The Contractors and UA Local 67 agree to abide by the "Apprenticeship Protocol" established by the JATC.

112.3 The apprentice will notify UA Local 67 and their Employer upon obtaining their certificate of qualification. They will be paid the journeyman's rate of wages and benefits from the date of such notification.

112.4 When layoffs occur, apprentices with less than two (2) terms of service with the Employer shall be laid off first. For all other apprentices the length of service with the Employer will be the prime consideration in determining layoffs. This shall apply to each branch of the trade.

112.5 The proportionate ratio of Journeymen to Apprentices will be as mandated by all applicable legislation.

112.6 It is required as a condition of employment that each Apprentice attends classes as arranged by the JATC in addition to those arranged by the Ministry of Training, Colleges and Universities.

Wage Increases:

The apprentice Basic Rate and Total Wage Package will be calculated based on the following through the term of this agreement.

1st Term Apprentice	- Base rate will be 40% of the Journeyman base rate
2nd Term Apprentice	- Base rate will be 50% of the Journeyman base rate
3rd Term Apprentice	- Base rate will be 60% of the Journeyman base rate
4th Term Apprentice	- Base rate will be 70% of the Journeyman base rate
5th Term Apprentice	- Base rate will be 80% of the Journeyman base rate

**Article 113**

**SMALL DOMESTIC AND  
COMMERCIAL JOBS**

113.1 On all small jobs, up to a maximum labor content of two hundred (200) man-hours, that have to be done after 4:30 p.m., overtime shall be paid at the rate of time and a half until 12:00 midnight, and from 12:00 midnight to 8:00 a.m. starting time at the rate of double time.

**Article 114**

**WELDING**

114.1 Welders will be required to work towards the progression of the job when welding work is not available.

**Article 115**

**MAINTENANCE**

115.1 The parties agree to keep overtime to a minimum. This will not in any way interfere with maintenance, which is defined as follows:

- (a) Danger to life or damage to property.
- (b) A breakdown, which will endanger the normal production of a plant.
- (c) Any cutting-in of pipelines. etc., which cannot be done in the regular hours of labour.

**Article 116**

**WORKING FOR OTHER THAN  
REGULAR EMPLOYER**

116.1 Any member of a Local Union who is reported to be working after regular hours, on their own behalf or for other than their regular employer, shall be subject to a fine or such disciplinary action as decided by the Local Union. Parties to this agreement are equally responsible to assist in the suppression of this practice.

**Article 117**

**TOOL PICK-UP AND WASH-UP**

117.1 Employees shall be allowed ten (10) minutes to pick up tools and wash up.

**Article 118**

**EMPLOYEE VEHICLES**

118.1 The use of Employee's vehicles will not be permitted for the transportation of material, equipment or personnel for the Employer's benefit.

**Article 119**

**STORE ROOM AND TOOL CRIB**

119.1 If it is necessary to man a store room and/or a tool crib set on a job, it shall be manned by a Journeyman or Apprentice of Local Union 67. Any one apprentice may not be used for longer than one (1) month in any twelve (12) month period.

**Article 120**

**PIPE CUTTING AND THREADING  
MACHINES**

120.1 While performing work under this agreement, all pipe cutting and threading machines on the job shall be operated by members of Local 67.

**Article 121**

**MARK-UP MEETING**

121.1 On any Industrial Commercial or Institutional job involving multiple trades required for the installation of mechanical systems, there shall be a Mark-Up Meeting. The Contractor shall provide a meeting place within the jurisdiction of Local 67 (Brantford/Hamilton/Niagara). Plans necessary to the settlement of jurisdictional problems shall be available at such meeting, when notice of all special skills, processes and material shall be made known. The MCAHN will direct its members to comply with the provisions of this Article 120.



**Article 122 RESIDENTIAL, COMMERCIAL,  
MAINTENANCE AND SERVICE CLASSIFICATION  
AND MINOR CONSTRUCTION**

122.1 The parties hereto agree to establish a Committee to explore this matter. The Committee shall contain equal representation from the Employer and the Union.

**Article 123 WORK READINESS TRAINING (WRT) FUND**

123.1 The parties agree to establish a joint fund, administered by the Union, whose intent and purpose would be to ensure that all UA tradespersons have required Work Readiness Training (WRT) or other training as determined by the Committee prior to reporting for work. The WRT Fund will be administered separately from the existing Training Funds and have its own bank account and financial statements.

123.2 Parties working under the terms and conditions of Appendix 8, 9 and 9A – Niagara, Hamilton and Brantford of the ICI Agreement shall contribute fifteen (\$.15) cents for each earned hour to this fund.

123.3 The parties (UA/MCAHN) agree to review the hourly rate contribution upon termination of the Agreement, to determine if additional/less funding is required to fund payment of WRT as determined and recommended by the Committee.

123.4 The training requirements as established by the Committee shall be paid for by the fund. The fund shall reimburse course costs for training which will be taken on the members own time. The courses shall be organized and administered by the Union as directed by the Committee.

123.5 It is further agreed that mandatory legislated training shall be considered a condition of employment and must be fully implemented prior to April 1, 2017. Non-legislated mandatory training to be implemented by April 1, 2018. Initial mandatory training as indicated by the Committee is as follows:

1. Working at Heights Training
2. Ministry of Labour Safety Awareness Training
3. WHMIS
4. Elevated Work Platform/Boom Lift Training and Propane Handling Training
5. Any new mandated OHS/A Training

123.6 The Committee referenced in Article 117, for greater certainty, shall be the JATC as established between Zones 8, 9, and 9A. A separate By Law shall be created as directed by the Committee for Administration of the WRT Fund.

123.7 It is understood that the UA in conjunction with the JATC will work together to maintain an ongoing and suitable number of qualified tow motor operators in its membership. In the event a contractor requires a trained tow motor operator from the list of unemployed members, where none are available, the UA or contractor can provide tow motor training to approved individuals. Cost of the training will be covered by the WRT fund.

**SCHEDULES  
WAGES**

**A**

Please refer to Wage Schedules on page 123.

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

Wage Schedule effective date is the closest Sunday to May 1<sup>st</sup>.

**B PAY FOR VACATION AND STATUTORY HOLIDAYS**

1. Pay for Vacation and Statutory Holidays shall be ten percent (10%) of base wages. See Article 6.4 page 6 for payment method.

**C HEALTH AND WELFARE CONTRIBUTION**

1. Each employer shall remit to the Local 67 welfare plan for each hour's pay earned by each of his employees a sum equal to the amount shown on the current Wage Schedule.

2. The fund shall be administered by a Board of Trustees to be appointed by the Union.

3. Refer to Article 30 (Standard Articles) for additional contribution related to continuation of benefits.

**D PENSION PLAN CONTRIBUTION**

- 1. Each Employer shall remit to the Local 67 Pension Plan for each hour’s pay earned by each of his employees a sum equal to the amount shown on the current Wage Schedule.
- 2. The pension plan shall be administered by a Board of Trustees appointed by the Union.

**E TRAINING FUNDS**

- 1. There shall be established a Joint Training Fund for administration of the J.A.T.C. programme. The J.A.T.C. shall be the trustee of the Fund.
- 2. Each contractor shall contribute to the Fund sixty (60) cents for each hour's pay earned by each member of the Union employed by such employer. It is understood that the foregoing is comprised of one (1) cent of employer contribution and the balance is the Union contribution. Refer to Standard Article 23 for additional Training Fund.

**F SUPPLEMENTARY UNEMPLOYMENT BENEFIT**

- 1. Each contractor shall contribute to the Local 67 supplementary unemployment benefit fund, a sum equal to twenty (20) cents for each hour's pay earned by each of his employees.
- 2. The Fund shall be administered by a Board of Trustees to be appointed by the Union.

**G ZONE ASSOCIATION INDUSTRY FUND**

- 1. Each Employer working in Zone 8 shall contribute (as per table below) per hour for each hour earned by each employee covered by this Agreement; and remit such contributions to the Administrator monthly, together with other contributions called for in Schedules, C,D,E,F,G,H, and Article 20. 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 cost of negotiating and administering this Agreement. The Funds shall be administered by the Board of Directors of the Zone Association.

May 1, 2019 = \$0.39  
 May 1, 2020 = \$0.42  
 May 1, 2021 = \$0.45

**H LOCAL 67 UNION FIELD DUES AND FRINGE CONTRIBUTIONS**

- 1. In addition to basic wages and all other benefits, each employer shall remit, to the Administrator, on a per hour basis for each hour earned by his employees to the UA Local 67 Field Dues Fund. Note: Union Field Dues 1.5% of gross Total Wage Rate for each hours pay earned. When calculating Foreman and Apprentice rates, gross Basic Rate (i.e. Basic Rate before “Market Recovery Fund” deduction) is to be used.
- 2. These contributions, on receipt, shall be immediately paid to the Union at the same time and in the same manner as other fringe contributions set out in the wage schedule pursuant to Schedule M and shall be administered by the Union.

**I TRAVEL ALLOWANCE**

Refer to Article 37 Re: the Standard Provincial Travel Free Zone – which supersedes this Schedule, where in conflict.

- 1. A free travel zone, within the following boundaries, shall be established:  
 The Westerly boundary of the free zone will be a straight line running generally north and south along Regional Highway 24 (old townline) extended northerly to Lake Ontario west of Jordan Harbor and southerly to a point west of Burnaby at Long Beach. The northerly boundary will be Lake Ontario, the southerly boundary Lake Erie and the easterly boundary the Niagara River. All Regional Niagara east of the above North/South line will be in the free zone.
- 2. Travel time and transportation shall not be payable for work performed within the above zone.
- 3. For work performed outside the travel free zone the following amounts would be paid for transportation and traveling time. In going to work outside the free zone

and returning daily, the worker shall be on the job at the regular starting time and work a full regular shift (Article 108).

The Zone boundaries will be north-south lines running parallel to the westerly boundary of the free zone referred to in 1.

0 - 8 kms beyond the westerly boundary \$17.60 per day; \$17.89 effective May 1, 2014; \$18.18 effective May 1, 2015.

8 - 16 kms beyond the westerly boundary \$20.98 per day; \$21.33 effective May 1, 2014; \$21.68 effective May 1, 2015.

16 - 24 kms beyond the westerly boundary \$23.21 per day; \$23.60 effective May 1, 2014; \$23.99 effective May 1, 2015.

24 - 32 kms beyond the westerly boundary \$25.41 per day; \$25.83 effective May 1, 2014; \$26.25 effective May 1, 2015.

For the purpose of this Agreement Port Maitland is to be included in 24 - 32 km Zone.

4. Established companies located outside the Free Zone specified above shall have a free zone of twenty five (25) km radius from the center of the cities in which they are located.

5. Where an employee is required to use his own car for transportation by arrangement with the Contractor, he shall be reimbursed at the rate of 60 cents per km; 61 cents effective May 1, 2014; 62 cents per km effective May 1, 2015; up to a maximum of \$57.53 per day worked; \$58.49 effective May 1, 2014; \$59.45 effective May 1, 2015. This transportation would normally apply to transfer from job to job during the normal working day.

6. Free Zone to include everything west of Highway 24 along Highway 20 and continue west along Regional Road 65 to Zone 8/9 Border and Northerly to Lake Ontario.

## **J BOARD ALLOWANCE**

A member sent by a Contractor from his home Union area to work on a job from whence he does not return daily shall be:

(a) Paid at the regular hourly rate, including applicable benefits established in the current Collective Agreement with the Union in whose jurisdictional area the job is located.

(b) Shall receive Bus, Plane, or Train fare, except where equivalent or suitable covered transportation is provided by the Contractor. The method of transportation shall be at the discretion of the Contractor.

(c) If traveling at night by train, fare for a sleeper.

(d) Pay at the regular hourly rate including applicable benefits while traveling beyond the 25 km free zone up to 8 hours per day.

(e) Board allowance of \$63.33 per day worked; \$64.68 effective May 1, 2014; \$66.08 effective May 1, 2015.

(f) Pay for room and board on any of the Statutory Holidays stipulated in Article 6 'Holidays' if he has worked the regular hours on the working day immediately preceding such Holiday, and the regular hours on the day immediately following such Holiday.

(g) Room and board for a full day if sent home because of job conditions.

(h) Fare only to his home Union area as covered in item (b) and return to the job location every ninety (90) regular days worked.

(i) Fare only to his home Union area as covered in item (b) on termination of employment by the Contractor.

(j) An employee who is discharged or who voluntarily terminates employment within ninety (90) regular working days of commencement of employment shall forfeit any and all fares and/or travel time.

## **K OCCUPATIONAL DISEASE RESEARCH FUND**

1. Each employer shall remit to the Local 67 Occupational Disease Research Fund for each hour earned the sum of two (2) cents for each of his employees.

**L****BENEVOLENT FUND**

1. Each employer shall contribute to the Local 67 Benevolent Fund for each hour earned the sum of ten (10) cents for each of his employees.

**M****FRINGE CONTRIBUTIONS**

1. Employer reports are to be received by the Administrator on, or before, the tenth (10th) day of the month following the month during which the reported hours were earned. Employers, who do not report, in the foregoing manner, will be classified as in default.

2. See Article 41 – Funds Remittance Process/Penalties.

**N****WATER AND SANITATION, REGULATION 419/73**

59. (1) A reasonable supply of potable drinking water shall be kept readily accessible for the use of workers.

(2) A clean and sanitary means of drinking the water referred to in sub-section 1 shall be provided for the use of workers.

(3) The water referred to in sub-section 1 shall be supplied from a piping system or from a clean, covered container having a drain faucet and shall be chilled by means of ice or a refrigerator appliance.

(4) No workers shall be required to or shall use a drinking cup in common with other workers.

(5) Washing facilities with clean water, soap and individual towels shall be provided for workers who use or handle corrosive, poisonous or other substances likely to endanger their health.

60. (1) At least one toilet, as per the Occupational Health and Safety Act shall be provided or made available:

- (a) for the use of the workmen from the commencement of the project;
- (b) where there are more than thirty men on the project at any one time, for each thirty men or fraction thereof; and
- (c) within reasonable access from each work area.

(2) Every toilet, as per the Occupational Health and Safety Act shall:

- (a) be constructed so that any user is sheltered from view and protected from the weather and from falling objects;
- (b) be illuminated by natural or artificial light;
- (c) be provided with toilet paper and disinfectant;
- (d) be maintained in a clean and sanitary condition;
- (e) be equipped with a toilet seat and cover; and
- (f) if portable or temporary, be equipped with a urinal trough in addition to the toilet or privy.

**O****STABILIZATION FUND**

In the event that the Market Recovery Fund is wound up/discontinued the hourly contributions to the Fund made by the Contractor/Employer set out in the collective agreement shall re-distributed into the total package paid by the Contractor/Employer as a taxable payment to Journeymen and Apprentices as the case may be. For greater clarity the foregoing shall not increase or decrease the TOTAL PACKAGE for a Journeymen or Apprentice as the case may be as set out in the collective agreement.

**APPENDIX 9  
ZONE 9 HAMILTON - LOCAL UNION 67 (HAMILTON)  
WAGE SCHEDULES**

Effective Dates	May 1/19	May 1/20	May 1/21
Basic Rate	42.74	43.66	44.79
Vacation Pay 10%	4.27	4.37	4.48
Welfare	2.52	2.52	2.52
Pension	7.50	7.50	7.50
Training	0.60	0.60	0.60
W.R.T. Fund	0.15	0.15	0.15
S.U.B.	0.20	0.20	0.20
Article 23	0.15	0.15	0.15
Article 30*	0.05	0.05	0.05
National Organizing Fund	0.10	0.10	0.10
De Novo (Article 34)	0.04	0.04	0.04
O.P.T.P.F. (Article 20)	0.26	0.26	0.26
OCS	0.01	0.01	0.01
Union Field Dues	0.78	0.80	0.82
ODR Fund	0.02	0.02	0.02
Benevolent Fund	0.10	0.10	0.10
Market Recovery Fund	1.78	2.03	2.28
Senior Social Fund	0.04	0.04	0.04
Contingency Fund	0.47	0.48	0.49
Building Fund	0.15	0.15	0.15
TOTAL	61.93	63.23	64.75
Zone Association Fund	0.46	0.46	0.46
MIAC/WTF Funds	0.05	0.05	0.05
TOTAL	62.44	63.74	65.26
After Tax Deductions:			
Union Field Dues	0.78	0.80	0.82
O.P.T.P.F.	0.26	0.26	0.26
OCS	0.01	0.01	0.01

Local 67 (Hamilton) do not have "Union Field Dues", "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. \* includes .05 additional deduction re: continuation of benefits coverage. The MIAC/WTF Funds are GST/HST taxable; GST/HST. Registration number for these funds is: 124252065RT0001.

FOREMAN - Plus 12% WORK WEEK - 36 hours

Note: When calculating Foremen and Apprentice rates, gross Basic Rate (i.e. Basic Rate before "Market Recovery Fund" deduction) is to be used.

Please refer to MCAHN or UA Local 67 for most current version of Wage Schedule

Article No.	Title	Schedule	Title
101	Hiring	A	Wages
102	Show-up Time	B	Vacation & Statutory Holiday Pay
103	Job Stewards	C	Health & Welfare Fund
104	Work Break	D	Pension Plan Contribution
105	Water & Sanitation	E	Training Funds
106	Tools	F	Supplementary Unemployment Benefit
107	Emergency Repairs	G	Industry Fund
108	Hours of Work	H	Union Field Dues and Fringe Contributions
109	Overtime	I	Travel Allowance
110	Shift Work	J	Board Allowance
111	Foremen	K	Occupational Disease Research Fund
112	Apprentices	L	Benevolent Fund
113	Small Domestic & Commercial Jobs		



102.2 When an employee reports to work and is unable to work because of inclement weather or unsafe condition caused by inclement weather, he shall be paid four (4) hours reporting time at the applicable rate plus all normal contributions and vacation pay. Employees shall remain on the job unless otherwise directed by the Employer or the Employer's agent. This paragraph on reporting time does not apply to jobbing.

#### **Article 103**

#### **JOB STEWARDS**

103.1 On a job where there are five (5) or more men working, a Job Steward shall be appointed by the Local Business Agent. He must be on the job at all times while the work is in progress, and may have the privilege of consulting the foreman about safety or any difficulties that may arise.

Union business, unrelated to the project, must not be conducted during work hours without the approval of the employer supervision. A Job Stewart's duties shall pertain only to the particular Contractor by whom he is employed, and he shall make every effort and consideration that the provisions of the agreement are carried out in accordance with the Standards of Excellence. He shall have seniority on the job until the work force is reduced to five (5) men permanently, but must possess the skills necessary to perform the work. The Union shall notify the Employer by mail, fax or email when a Job Steward is appointed and the Employer shall notify the Union by mail, fax or email when a Job Steward is to be laid off. Job Stewards shall receive reasonable notice of lay-off and transfer of personnel.

#### **Article 104**

#### **WORK BREAK**

104.1 A work break, not exceeding a ten (10) minute stoppage of work, may be taken once in the first half of any shift, and once in the second half of any shift. 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. The foreman or supervisor will use his own discretion as to the time of this break; however, he should endeavor to arrange it mid-way through the first and second half of the shift. The normal, suggested work break is detailed in Article 110.

104.2 If an Employee is required to work beyond the regular working hours, a coffee break shall be granted before commencing overtime provided a meal break is not taken. This shall not apply to jobbing work.

104.3 By Mutual agreement between the Union and the Employer, where a scheduled ten (10) hour overtime work day is established, the work breaks may either be three (3) breaks of ten (10) minutes each or two (2) breaks of fifteen (15) minutes each.

#### **Article 105**

#### **WATER AND SANITATION**

105.1 The Employer and each individual Employee agrees to abide by the current Construction Safety Act, and Amendments thereto, and the Ontario Health and Safety Regulations. A description of these sections forms a part of this Agreement.

105.2 Properly heated eating and clothing facilities will be provided for workers from the start of any project. These facilities must be constructed to give protection from weather and are to be maintained in a clean and sanitary condition.

105.3 Toilets as required by the Ontario Occupational Health and Safety Act are to be provided when seven (7) or more members of the Union are employed on a project, which shall be for the exclusive use of those members and shall be cleaned every third working day. The Contractor shall endeavor to supply flush toilets where possible.

#### **Article 106**

#### **TOOLS**

106.1 Employees shall take reasonable care of tools issued to them and shall be required to return tools to the foreman or tool crib attendant on Employer's time. He shall also report on loss, damage or transfer of same.

106.2 Each journeyman/apprentice shall supply the following list of tools as a complete kit:

- One pair of Pliers
- One 9" Torpedo Level
- One 16' Combination Metric Tape

106.3 All other tools required for the proper installation of a complete plumbing job or heating system shall be supplied by the Employer.

106.4 All members of Local 67 who report for work by direction of the Employer at the time of initial employment and are not in possession of the tools required to perform the work for which they are hired as outlined in sections 106.2 of this Article, shall not be eligible for employment. The Employer shall have the right to refuse employment to such Employees and shall not be required to pay the established rate as called for in Article 102.

106.5 If it is found at any time that Employees when working on a job or in the shop are not in possession of the said tools required to perform the work for which they are being hired, the Employer shall have the right to discharge such Employee if not in possession of said tools within five (5) working days.

**Article 107** **EMERGENCY REPAIR WORK**  
**IN PRIVATE RESIDENCES**

107.1 In private residences, that is, homes or apartments, the first four (4) hours overtime shall be paid at the straight time rate. Beyond the first hour (4) hours of overtime, the rate shall be time and one-half.

**Article 108** **HOURS OF WORK**

108.1 The regular hours of work Monday to Thursday inclusive, shall be from 8:00 a.m. to 4:30 p.m. with one half hour for lunch. On Friday, only the regular work hours will be from 8:00 a.m. to 12:00 noon.

108.2 Upon reasonable notice (one week), should a job or local conditions indicate a desirability for change in the ordinary hours of work, these hours may be changed by mutual consent of the Union office and the contractor or his representative.

108.3 Upon reasonable notice (one week), should the regular hours of work be changed by mutual consent as stated in 108.2 above, to a work week having 36 hours (four x 9-hour shifts), the daily work schedule will begin at 7:30 a.m. and terminate at 5:00 p.m. with one half hour for lunch. At the employers discretion hours of work may be changed to those noted in 108.1. Such consent shall be confirmed in writing between the Union office and the employer.

All overtime hours above the (9) hours per day shall be paid at the rate of double time.

108.4 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, Sundays, earned days off, 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 ½) one and one half times the full rate of pay. All other overtime beyond the normal hours per day shall be paid at the rate of double time with the exception of residential, maintenance and shift work.

109.3 When an employee is required to work more than two (2) hours overtime, he shall be given one-half hour paid meal break at the end of the regular shift and every four (4) hours thereafter.

**Article 110** **SHIFT WORK**

110.1 When shift work becomes necessary the "Composite Schedule of Working Days for Shift Work", as outlined in Article 110.11 and the "Ordinary Hours, Shift Hours and Pay", as outlined in Articles 110.9 and 110.10 shall apply.

110.2 All work performed on a shift basis commencing 12:00 midnight Friday to 12:00 midnight Sunday, shall be paid for at the rate of double time. (See Articles 110.9 and 110.10 for clarification).

110.3 Employees shall not be allowed to work two continuous shifts or any part thereof in any one calendar day. This would exclude foremen required for shift changeover. Shifts may start on any day as defined in Article 110.11.

110.4 Shifts may only be established when shift work is worked for at least four (4) consecutive work days. These may be based on consecutive regular work days, weekends or holidays, providing the applicable weekend and/or holiday premiums are paid. Payment of double time rate will be made if the shift does not operate for



four (4) consecutive days. Refer to Article 110.11. Refer to Standard Article 32 regarding special condition hours of work.

110.4(a) On small institutional and commercial contracts of less than 20,000 man-hours, shift work must be worked for at least two (2) consecutive work days. These may be based on consecutive regular work days, weekends or holidays, providing the applicable weekend and/or holiday premiums are paid.

110.5 It is mutually agreed that on all jobs which run more than fifty-six (56) hours per week and two (2) consecutive weeks duration or more, shall be put on shift work if qualified men are available. This will not include exceptions as outlined in Article 114 Maintenance. This matter shall be discussed with the Business Manager.

110.6 Notwithstanding the above, the following shall apply to work designated as "Shift Work - Commercial" which covers: Occupied Banks, Stores, Offices and Schools.

110.7 When work cannot be done during normal hours, it may be done as a straight shift of seven (7) hours' work with pay for eight (8) hours.

110.8 Due to special circumstances, it may be necessary to vary the starting and stopping time of the shift, while working on Commercial projects. This may be varied by mutual consent of the Employer and the Union providing the shift does not exceed seven (7) hours. Mutual consent must be in writing.

### 110.9 ORDINARY HOURS, SHIFT WORK AND PAY

Working Period	Starting Time	Coffee Break	Lunch Break	Coffee Break	Meal Break	Finish Work	Actual Hours Worked	Hours to be Paid	Saturday & Sunday
<b>REGULAR HOURS-</b>	8:00 a.m.	10-10:10 a.m.	12-12:30 p.m.	2:30-2:40 p.m.	-	4:30	8	8	6
<b>MONDAY-THURSDAY</b>									
<b>FRIDAY</b>	see article 110.10								
<b>SHIFT WORK</b>									
<b>TWO SHIFT OPERATION</b>									
1st 12 Hour Shift	8:00 a.m.	10-10:10 a.m.	12-12:30 p.m.	2:30- 2:40 p.m.	4:30-5:00 p.m.	8:00 p.m.	11	16	4
2nd 12 Hour Shift	8:00 p.m.	10-10:10 p.m.	*12-12:30 a.m.	2:30- 2:40 a.m.	4:30-5:00 a.m.	8:00 a.m.	11	17	5
1st 11 Hour Shift	8:00 a.m.	10-10:10 a.m.	12-12:30 p.m.	2:30- 2:40 p.m.	4:30-5:00 p.m.	7:00 p.m.	10	14	2
2nd 11 Hour Shift	7:00 p.m.	9-9:10 p.m.	11-11:30 p.m.	1:30- 1:40 a.m.	4:00-4:30 a.m.	6:00 a.m.	10	15	3
1st 10 Hour Shift	8:00 a.m.	10-10:10 a.m.	12-12:30 p.m.	2:30- 2:40 p.m.	4:00-4:10 p.m.	6:00 p.m.	9.5	12	0
2nd 10 Hour Shift	6:00 p.m.	8- 8:10 p.m.	10-10:30 p.m.	12:30-12:40 a.m.	2:00-2:10 a.m.	4:00 a.m.	9.5	13	1
1st 9 Hour Shift	8:00 a.m.	10-10:10 a.m.	12-12:30 p.m.	2:30- 2:40 p.m.	-	5:00 p.m.	8.5	10	8
2nd 9 Hour Shift	5:00 p.m.	7- 7:10 p.m.	9-9:30 p.m.	11:30-11:40 a.m.	-	2:00 a.m.	8.5	11	9
1st 8 Hour Shift	8:00 a.m.	10-10:10 a.m.	12-12:30 p.m.	2:30- 2:40 p.m.	-	4:30 p.m.	8	8	6
2nd 8 Hour Shift	4:30 p.m.	6- 6:10 p.m.	8- 8:30 p.m.	10:30-10:40 p.m.	-	*12:30 a.m.	7.5	9	7
<b>THREE SHIFT OPERATION</b>									
1st Shift	8:00 a.m.	10-10:10 a.m.	12-12:30 p.m.	2:30- 2:40 p.m.	-	4:00 p.m.	7.5	8	6
2nd Shift	4:00 p.m.	6- 6:10 p.m.	8- 8:30 p.m.	10:30-10:40 p.m.	-	*12:00 a.m.	9	9	7
3rd Shift	12:00 a.m.	2- 2:10 a.m.	4-4:30 a.m.	6:30- 6:40 a.m.	-	8:00 a.m.	7.5	10	8

NOTE: \*Denotes Midnight

All hours worked after a regular shift will be paid at premium rates unless separated by a break of eight consecutive hours.

### 110.10 ORDINARY HOURS, SHIFT WORK AND PAY - FRIDAY ONLY

Working Period	Starting Time	Coffee Break	Lunch Break	Coffee Break	Meal Break	Finish Work	Actual Hours Worked	Hours to be Paid	Friday
<b>REGULAR HRS.</b>	8:00 a.m.	10-10:10 a.m.	-	-	-	12:00 noon	4	4	4
<b>SHIFT WORK</b>									
<b>TWO SHIFT OPERATION</b>									
1st 12 hr. shift	8:00 a.m.	10:00-10:10 a.m.	12-12:30 p.m.	2:30- 2:40 p.m.	4:00-4:30 p.m.	8:00 p.m.	11	18	11
2nd 12 hr. shift	8:00 p.m.	10:00-10:10 p.m.	12-12:30 a.m.	2:30- 2:40 a.m.	4:00- 4:30 a.m.	8:00 a.m.	11	19	11
1st 11 hr. shift	8:00 a.m.	10:00-10:10 a.m.	12-12:30 p.m.	2:30- 2:40 p.m.	4:00-4:30 p.m.	7:00 p.m.	10	16	10
2nd 11 hr. shift	7:00 p.m.	9:00-9:10 p.m.	11-11:30 p.m.	1:30- 1:40 a.m.	4:00- 4:30 a.m.	6:00 a.m.	10	17	10
1st 10 hr. shift	8:00 a.m.	10:00-10:10 a.m.	12-12:30 p.m.	2:30- 2:40 p.m.	4:00-4:30 p.m.	6:00 p.m.	9	14	9
2nd 10 hr. shift	6:00 p.m.	8:00-8:10 p.m.	10-10:30 p.m.	12:30-12:40 a.m.	2:00- 2:30 a.m.	4:00 a.m.	9	15	10
1st 9 hr. shift	8:00 a.m.	10:00-10:10 a.m.	12-12:30 p.m.	2:00- 2:10 p.m.	-	5:00 p.m.	8.5	12	12
2nd 9 hr. shift	5:00 p.m.	7:00-7:10 p.m.	9-9:30 p.m.	11:30-11:40 p.m.	-	2:00 a.m.	8.5	13	13
1st 8 hr. shift	8:00 a.m.	10:00-10:10 a.m.	12-12:30 p.m.	2:30- 2:40 p.m.	-	4:30 p.m.	8	10	10
2nd 8 hr. shift	4:30 p.m.	6:00-6:10 p.m.	8-8:30 p.m.	10:30-10:40 p.m.	-	12:30 a.m.	7.5	11	11
<b>THREE SHIFT OPERATION</b>									
1st Shift	8:00 a.m.	10-10:10 a.m.	-	-	-	12:00 noon	4	4	4
2nd Shift	12:00 noon	2- 2:10 p.m.	-	-	-	4:00 p.m.	4	4	4
3rd Shift	4:00 p.m.	6: 6:10 p.m.	-	-	-	8:00 p.m.	4	4	4

If an employer schedules more hours than are set out in Article 110.10 the hours of work shall be as set out in Article 110.9. In all cases work performed on a Friday in excess of four (4) hours shall be paid at the rate of double time. Shift premiums shall apply when applicable.

\*Fifteen (15) minute coffee break (exception to Article 104).

**110.11 COMPOSITE SCHEDULE OF WORKING DAYS FOR SHIFT  
WORK WORKING DAYS INCLUDING SATURDAY AND SUNDAY**

Work Starts	Monday	Tuesday	Wednesday	Thursday
or on	Tuesday	Wednesday	Thursday	Friday
or on	Wednesday	Thursday	Friday	Saturday
or on	Thursday	Friday	Saturday	Sunday
or on	Friday	Saturday	Sunday	Monday
or on	Saturday	Sunday	Monday	Tuesday
or on	Sunday	Monday	Tuesday	Wednesday

NOTE: For Commercial work only Saturdays and Sundays, unless worked, are not included in the Composite Schedule of Working Days for Shift Work.

NOTE: When a Statutory Holiday falls on any day within the Composite Shift Schedule and is not worked, the remaining days of that sequence shall constitute a legal shift.

**Article 111 FOREMEN**

111.1 Journeymen in charge of work where a number of Journeymen are employed shall receive the additional remuneration of twelve percent (12%) 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 67 members when appointing a Foreman.

111.2 All foreman shall be members of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

111.3 The employer may appoint, at his own discretion, a qualified member of the Union to the position of foreman. He may also appoint, at his own discretion, additional foremen as may be required on the project by reason of the size or complexity of project.

111.4 A foremen's duties shall include, but not be limited to promoting and ensuring that regulatory and employer safety policies and working rules are adhered to, laying out work and instructing employees in their duties, methods and efficiency within the terms of this agreement.

111.5 The foremen shall project and promote the interest of the Contractor on the job or in the shop at all times, within the terms of this Agreement.

**Article 112 APPRENTICES**

112.1 To assure the Industry of an adequate supply of properly trained and qualified mechanics, a Joint Apprenticeship and Training Committee (JATC) has been formed. This Committee consists of six (6) members - three (3) from UA Local 67, and three (3) MCAHN. Each party may appoint an alternate member.

The JATC shall be responsible for the administration of local apprenticeship standards and for ensuring compliance with the provisions and intent of all applicable legislation.

All applicants for apprenticeship must make application and meet all requirements of the JATC excepting UA members transferred from other areas.

UA Local 67 and the JATC will not unreasonably withhold an approval of a contractor's selection for an apprentice providing they meet the requirements as stated above. All apprentices must obtain a work referral slip from UA Local 67 before commencing work.

All apprentices shall be indentured to the JATC. The JATC shall be the Local Apprenticeship Committee (LAC) as prescribed and mandated by all applicable legislation.

No first year apprentices without a contract shall be hired while there are qualified apprentices unemployed without the JATC's written approval. This shall apply to each branch of the trade.

112.2 The contractors and the UA Local 67 agree to abide by the "Apprenticeship Protocol" established by the JATC.

112.3 The apprentice will notify UA Local 67 and their Employer upon obtaining their certificate of qualification. They will be paid the journeyman's rate of wages and benefits from the date of such notification.

112.4 When layoffs occur, apprentices with less than two (2) terms of service with the Employer shall be laid off first. For all other apprentices the length of service with the Employer will be the prime consideration in determining layoffs. This shall apply to each branch of the trade.

112.5 The proportionate ratio of Journeymen to Apprentices will be as mandated by all applicable legislation.

112.6 It is required as a condition of employment that each Apprentice attends classes as arranged by the JATC in addition to those arranged by the Ministry of Training, Colleges and Universities.

**Wage Increases:**

The apprentice Basic Rate and Total Wage Package will be calculated based on the following through the term of this agreement.

1st Term Apprentice	- Base rate will be 40% of the Journeyman base rate
2nd Term Apprentice	- Base rate will be 50% of the Journeyman base rate
3rd Term Apprentice	- Base rate will be 60% of the Journeyman base rate
4th Term Apprentice	- Base rate will be 70% of the Journeyman base rate
5th Term Apprentice	- Base rate will be 80% of the Journeyman base rate

### **Article 113**

#### **SMALL DOMESTIC AND COMMERCIAL JOBS**

113.1 On all small jobs, up to a maximum labor content of two hundred (200) man-hours, that have to be done after 4:30 p.m., overtime shall be paid at the rate of time and a half until 12:00 midnight, and from 12:00 midnight to 8:00 a.m. starting time at the rate of double time.

### **Article 114**

#### **WELDING**

114.1 Welders will be required to work towards the progression of the job when welding work is not available.

### **Article 115**

#### **MAINTENANCE**

115.1 The parties agree to keep overtime to a minimum. This will not in any way interfere with maintenance, which is defined as follows:

- (a) Danger to life or damage to property.
- (b) A breakdown, which will endanger the normal production of a plant.
- (c) Any cutting-in of pipelines. etc., which cannot be done in the regular hours of labour.

### **Article 116**

#### **WORKING FOR OTHER THAN REGULAR EMPLOYER**

116.1 Any member of a Local Union who is reported to be working after regular hours, on their own behalf or for other than their regular employer, shall be subject to a fine or such disciplinary action as decided by the Local Union. Parties to this agreement are equally responsible to assist in the suppression of this practice.

### **Article 117**

#### **TOOL PICK-UP AND WASH-UP**

117.1 Employees shall be allowed ten (10) minutes to pick up tools and wash up.

### **Article 118**

#### **EMPLOYEE VEHICLES**

118.1 The use of Employee's vehicles will not be permitted for the transportation of material, equipment or personnel for the Employer's benefit.

### **Article 119**

#### **STORE ROOM AND TOOL CRIB**

119.1 If it is necessary to man a store room and/or a tool crib set on a job, it shall be manned by a Journeyman or Apprentice of Local Union 67. Any one apprentice may not be used for longer than one (1) month in any twelve (12) month period.

### **Article 120**

#### **PIPE CUTTING AND THREADING MACHINES**

120.1 While performing work under this agreement, all pipe cutting and threading machines on the job shall be operated by members of Local 67.

**Article 121**

**MARK-UP MEETING**

121.1 On any Industrial, Commercial, or Institutional job involving multiple trades required for the installation of mechanical systems, there shall be a Mark-Up Meeting. The Contractor shall provide a meeting place within the jurisdiction of Local 67 (Brantford/Hamilton/Niagara). Plans necessary to the settlement of jurisdictional problems shall be available at such meeting, when notice of all special skills, processes and material shall be made known. The MCAHN will direct its members to comply with the provisions of this Article 120.

**Article 122**

**RESIDENTIAL, COMMERCIAL,  
MAINTENANCE AND SERVICE CLASSIFICATION  
AND MINOR CONSTRUCTION**

122.1 The parties hereto agree to establish a Committee to explore this matter. The Committee shall contain equal representation from the Employer and the Union.

**Article 123 WORK READINESS TRAINING (WRT) FUND**

123.1 The parties agree to establish a joint fund, administered by the Union, whose intent and purpose would be to ensure that all UA tradespersons have required Work Readiness Training (WRT) or other training as determined by the Committee prior to reporting for work. The WRT Fund will be administered separately from the existing Training Funds and have its own bank account and financial statements.

123.2 Parties working under the terms and conditions of Appendix 8, 9 and 9A – Niagara, Hamilton and Brantford of the ICI Agreement shall contribute fifteen (\$.15) cents for each earned hour to this fund.

123.3 The parties (UA/MCAHN) agree to review the hourly rate contribution upon termination of the Agreement, to determine if additional/less funding is required to fund payment of WRT as determined and recommended by the Committee.

123.4 The training requirements as established by the Committee shall be paid for by the fund. The fund shall reimburse course costs for training which will be taken on the members own time. The courses shall be organized and administered by the Union as directed by the Committee.

123.5 It is further agreed that mandatory legislated training shall be considered a condition of employment and must be fully implemented prior to April 1, 2017. Non-legislated mandatory training to be implemented by April 1, 2018. Initial mandatory training as indicated by the Committee is as follows:

1. Working at Heights Training
2. Ministry of Labour Safety Awareness Training
3. WHMIS
4. Elevated Work Platform/Boom Lift Training and Propane Handling Training
5. Any new mandated OHS A Training

123.6 The Committee referenced in Article 123, for greater certainty, shall be the JATC as established between Zones 8, 9 and 9A. A separate By Law shall be created as directed by the Committee for Administration of the WRT Fund.

123.7 It is understood that the UA in conjunction with the JATC will work together to maintain an ongoing and suitable number of qualified tow motor operators in its membership. In the event a contractor requires a trained tow motor operator from the list of unemployed members, where none are available, the UA or contractor can provide tow motor training to approved individuals. Cost of the training will be covered by the WRT fund.

**SCHEDULES  
WAGES**

**A**

Please refer to Wage Schedules on page 133.  
Refer to Standard Article 35 for additional information regarding Apprentice Wages and Benefits.  
Wage Schedule effective date is the closest Sunday to May 1<sup>st</sup>.

**B**

**PAY FOR VACATION AND STATUTORY HOLIDAYS**

1. Pay for Vacation and Statutory Holidays shall be ten percent (10%) of base wages. See Article 6.4 page 6 for payment method.

**C HEALTH AND WELFARE CONTRIBUTION**

- 1 Each employer shall remit to the Local 67 welfare plan for each hour’s pay earned by each of his employees a sum equal to the amount shown on the current Wage Schedule.
- 2. The fund shall be administered by a Board of Trustees to be appointed by the Union.
- 3. Refer to Article 30 for additional contribution related to continuation of benefits.

**D PENSION PLAN CONTRIBUTION**

- 1. Each Employer shall remit to the Local 67 Pension Plan for each hour’s pay earned by each of his employees a sum equal to the amount shown on the current Wage Schedule.
- 2. The pension plan shall be administered by a Board of Trustees appointed by the Union.

**E TRAINING FUNDS**

- 1. There shall be established a Joint Training Fund for administration of the J.A.T.C. programme. The J.A.T.C. shall be the trustee of the Fund.
- 2. Each contractor shall contribute to the Fund sixty (60) cents for each hour's pay earned by each member of the Union employed by such employer. It is understood that the foregoing is comprised of one (1) cent of employer contribution and the balance is the Union contribution. Refer to Standard Article 23 for additional Training Fund.

**F SUPPLEMENTARY UNEMPLOYMENT BENEFIT**

- 1. Each contractor shall contribute to the Local 67 supplementary unemployment benefit fund, a sum equal to twenty (20) cents for each hour's pay earned by each of his employees.
- 2. The Fund shall be administered by a Board of Trustees to be appointed by the Union.

**G ZONE ASSOCIATION INDUSTRY FUND**

- 1. Each Employer in Zone 9 shall contribute (as per table below) per hour for each hour earned by each employee covered by this Agreement; and remit such contributions to the Administrator monthly, together with other contributions called for in Schedules C,D,E,F,G,H, and Article 20. 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 cost of negotiating and administering this Agreement. The Funds shall be administered by the Board of Directors of the Zone Association.

May 1, 2019 = \$0.46  
 May 1, 2020 = \$0.46  
 May 1, 2021 = \$0.46

**H LOCAL 67 UNION FIELD DUES AND FRINGE CONTRIBUTIONS**

- 1. In addition to basic wages and all other benefits, each employer shall remit, to the Administrator, on a per hour basis for each hour earned by his employees to the UA Local 67 Field Dues Fund. Note: Union Field Dues 1.5% of gross Total Wage Rate for each hours pay earned. When calculating Foreman and Apprentice rates, gross Basic Rate (i.e. Basic Rate before “Market Recovery Fund” deduction) is to be used.
- 2. These contributions, on receipt, shall be immediately paid to the Union at the same time and in the same manner as other fringe contributions set out in the wage schedule pursuant to Schedule M and shall be administered by the Union.

**I TRAVEL ZONES AND ALLOWANCES**

Refer to Article 37 Re: the Standard Provincial Travel Free Zone – which supersedes this Schedule, where in conflict.

- 1. There shall be an area known as Zone 1, which will be a free area inside the limits of which no traveling allowances will be paid. This free area is within a radius

of twenty five (25) km from 393 Main Street East, Hamilton. In going to work outside Zone 1 (free zone) and returning daily, the workman shall be at the job at regular starting time and work a full shift.

2. The limits of the twenty five (25) km free zone (known as Zone 1) may be jointly laid out by identifiable roads during the term of this Agreement.

3. A traveling allowance of 60 cents per km; 61 cents effective May 1, 2014; 62 cents effective May 1, 2015 shall be paid from the boundaries of the free zone to the job and return each day over shortest normally traveled route.

4. The maximum traveling allowance shall be \$60.00 per day worked; \$61.00 effective May 1, 2014; \$62.00 effective May 1, 2015. The parties agree that all jobs situated in the Stelco LED site shall be paid on the basis of a maximum of 43 km from the boundaries of the free zone to the Stelco LED site. Maximum travel allowance shall change to reflect change in mileage allowance.

5. The Travel Free Zone shall extend from the Easterly Border of Zone 8/9 along Regional Road 65 to the intersection of the 25 km Free Zone and Northerly to Lake Ontario.

## **J BOARD ALLOWANCE**

A member sent by a Contractor from his home Union area to work on a job from whence he does not return daily shall be:

(a) Paid at the regular hourly rate, including applicable benefits established in the current Collective Agreement with the Union in whose jurisdictional area the job is located.

(b) Shall receive Bus, Plane, or Train fare, except where equivalent or suitable covered transportation is provided by the Contractor. The method of transportation shall be at the discretion of the Contractor.

(c) If traveling at night by train, fare for a sleeper.

(d) Pay at the regular hourly rate including applicable benefits while traveling beyond the 25 km free zone up to 8 hours per day.

(e) Board allowance of \$63.33 per day worked; \$64.68 effective May 1, 2014; \$66.08 effective May 1, 2015.

(f) Pay for room and board on any of the Statutory Holidays stipulated in Article 6 'Holidays' if he has worked the regular hours on the working day immediately preceding such Holiday, and the regular hours on the day immediately following such Holiday.

(g) Room and board for a full day if sent home because of job conditions.

(h) Fare only to his home Union area as covered in item (b) and return to the job location every ninety (90) regular days worked.

(i) Fare only to his home Union area as covered in item (b) on termination of employment by the Contractor.

(j) An employee who is discharged or who voluntarily terminates employment within ninety (90) regular working days of commencement of employment shall forfeit any and all fares and/or travel time.

## **K OCCUPATIONAL DISEASE RESEARCH FUND**

1. Each employer shall remit to the Local 67 Occupational Disease Research Fund for each hour earned the sum of two (2) cents for each of his employees.

## **L BENEVOLENT FUND**

1. Each employer shall contribute to the Local 67 Benevolent Fund for each hour earned the sum of ten (10) cents for each of his employees.

## **M FRINGE CONTRIBUTIONS**

1. Employer reports are to be received by the Administrator on, or before, the tenth (10th) day of the month following the month during which the reported hours were earned. Employers who do not report, in the foregoing manner, will be classified as in default.

2. See Article 41 – Funds Remittance Process/Penalties.

**N WATER AND SANITATION, REGULATION 419/73**

59.(1) A reasonable supply of potable drinking water shall be kept readily accessible for the use of workers.

(2) A clean and sanitary means of drinking the water referred to in sub-section 1 shall be provided for the use of workers.

(3) The water referred to in sub-section 1 shall be supplied from a piping system or from a clean, covered container having a drain faucet and shall be chilled by means of ice or a refrigerator appliance.

(4) No workers shall be required to or shall use a drinking cup in common with other workers.

(5) Washing facilities with clean water, soap and individual towels shall be provided for workers who use or handle corrosive, poisonous or other substances likely to endanger their health.

60. (1) At least one toilet, as per the Occupational Health and Safety Act shall be provided or made available:

- (a) for the use of the workmen from the commencement of the project;
- (b) where there are more than thirty men on the project at any one time, for each thirty men or fraction thereof; and
- (c) within reasonable access from each work area.

(2) Every toilet, as per the Occupational Health and Safety Act shall:

- (a) be constructed so that any user is sheltered from view and protected from the weather and from falling objects;
- (b) be illuminated by natural or artificial light;
- (c) be provided with toilet paper and disinfectant;
- (d) be maintained in a clean and sanitary condition;
- (e) be equipped with a toilet seat and cover; and
- (f) if portable or temporary, be equipped with a urinal trough in addition to the toilet or privy.

**O STABILIZATION FUND**

In the event that the Market Recovery Fund is wound up/discontinued the hourly contributions to the Fund made by the Contractor/Employer set out in the collective agreement shall re-distributed into the total package paid by the Contractor/Employer as a taxable payment to Journeymen and Apprentices as the case may be. For greater clarity, the foregoing shall not increase or decrease the TOTAL PACKAGE for a Journeymen or Apprentices as the case may be as set out in the collective agreement.





**APPENDIX 9A  
ZONE 9A BRANTFORD - LOCAL UNION 67 (BRANTFORD)  
WAGE SCHEDULES**

Effective Dates	May 1/19	May 1/20	May 1/21
Basic Rate	41.22	42.11	43.20
Vacation Pay 10%	4.12	4.21	4.32
Welfare	2.52	2.52	2.52
Pension	7.49	7.49	7.49
Training	0.60	0.60	0.60
W.R.T. Fund	0.15	0.15	0.15
S.U.B.	0.20	0.20	0.20
Article 23	0.15	0.15	0.15
Article 30*	0.05	0.05	0.05
National Organizing Fund	0.10	0.10	0.10
De Novo (Article 34)	0.04	0.04	0.04
O.P.T.P.F. (Article 20)	0.26	0.26	0.26
OCS	0.01	0.01	0.01
Union Field Dues	0.76	0.78	0.80
ODR Fund	0.02	0.02	0.02
Benevolent Fund	0.10	0.10	0.10
Market Recovery Fund	1.78	2.03	2.28
Senior Social Fund	0.04	0.04	0.04
Contingency Fund	0.46	0.47	0.48
Building Fund	0.15	0.15	0.15
TOTAL	60.22	61.48	62.96
Zone Association Fund	0.46	0.46	0.46
MIAC/WTF Funds	0.05	0.05	0.05
TOTAL	60.73	61.99	63.47
After Tax Deductions:			
Union Field Dues	0.76	0.78	0.80
O.P.T.P.F.	0.26	0.26	0.26
OCS	0.01	0.01	0.01

Local 67 (Brantford) do not have "Union Field Dues", "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. \*includes .05 additional deduction re: continuation of benefits coverage. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

FOREMAN Plus 12% WORK WEEK 36 hours

Notes: When calculating Foremen and Apprentice rates, gross Basic Rate (i.e. Basic Rate before "Market Recovery Fund" deduction) is to be used.

Please refer to MCAHN or UA Local 67 for most current version of Wage Schedule.

Article No.	Title	Schedule	Title
101	Hiring	A	Wages
102	Show-up Time	B	Pay for Vacation & Statutory Holidays
103	Job Stewards	C	Health & Welfare Contribution
104	Work Break	D	Pension Plan Contribution
105	Water & Sanitation	E	Training Funds
106	Tools	F	Supplementary Unemployment Benefit
107	Emergency Repairs	G	Industry Fund
108	Hours of Work	H	Union Field Dues and Fringe Contributions
109	Overtime	I	Travel Allowance

Article No.	Title	Schedule	Title
110	Shift Work	J	Board Allowance
111	Foremen	K	Occupational Disease Research Fund
112	Apprentices	L	Benevolent Fund
113	Small Domestic & Commercial Jobs		
114	Welding	M	Fringe Contributions
115	Maintenance	N	Water & Sanitation Regulation
116	Working for Other Than Regular Employer	O	Stabilization Fund
117	Tool Pick up and Wash up		
118	Employee Vehicles		
119	Store Room and Tool Crib		
120	Pipe Cutting and Threading Machines		
121	Mark-Up Meeting		
122	Residential, Commercial, Maintenance, & Service Classification & Minor Const		
123	WRT Fund		

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

## APPENDIX 9A ZONE 9A BRANTFORD - LOCAL UNION 67 (BRANTFORD)

### Article 101 HIRING

101.1 Employers shall give preference in employment to members of Local 67. In the event Local 67 is unable to supply the Union men, the party of the first part shall be at liberty to hire other men who shall be willing and eligible to become members of Local Union 67 within thirty (30) days. Members of Local Union 67 agree to work only for recognized shops and to give preference to such shops as are party to this Agreement.

101.2 Journeymen working on plumbing or steamfitting shall be required to carry the appropriate licenses. Employers agree to give full co-operation in having proper enforcement of license laws and in having all work in which the Contractor engaged covered for a full measure of safety.

101.3 Licenses: U.A. Local 67 shall supply properly licensed gas fitters, steamfitters, plumbers, and welders.

101.4 All Employees shall be hired by the Employer through the Local Union Office and such Employees shall have a signed Work Referral Slip prior to employment by the Employer.

101.5 The Employer shall have the right to choose on a Commercial or Institutional project any unemployed Local 67 Union members. Any abuse of this hiring practice shall be a violation of this Agreement.

101.6 When an Employee first reports for work with an Employer, the Employee must provide his Social Insurance Number and other necessary information for income tax purposes as required by statute.

101.7 When it is necessary to hire non-members of Local Union 67 who are members of the United Association, the Employer shall have the right to retain the non-member until completion of that project, job, or sixty (60) days from the date of hiring, whichever is less. Subject to conditions of Article 7 - Lay-off.

101.8 If non-members of the United Association are working and Local Union 67 members are unemployed, non-members of the United Association will be replaced by members of Local Union 67 who are in good standing. A non-member of the United Association may be replaced after he has worked one week and the Company has received one day's notice that the non-member is to be replaced. Subject to conditions of Article 7 - Lay-off.

101.9 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 at the direction of the Employer at the time of his initial hiring with the required referral order from Local Union 67 and is not hired shall receive the recompense of four (4) hours' pay at the regular rate of pay,

plus all normal contributions and vacation pay providing that the Employee reports on the day required.

102.2 When an employee reports to work and is unable to work because of inclement weather or unsafe condition caused by inclement weather, he shall be paid four (4) hours reporting time at the applicable rate plus all normal contributions and vacation pay. Employees shall remain on the job unless otherwise directed by the Employer or the Employer's agent. This paragraph on reporting time does not apply to jobbing.

#### **Article 103**

#### **JOB STEWARDS**

103.1 On a job where there are five (5) or more men working, a Job Steward shall be appointed by the Local Business Agent. He must be on the job at all times while the work is in progress, and may have the privilege of consulting the foreman about safety or any difficulties that may arise.

Union business, unrelated to the project, must not be conducted during work hours without the approval of the employer supervision. A Job Stewart's duties shall pertain only to the particular Contractor by whom he is employed, and he shall make every effort and consideration that the provisions of the agreement are carried out in accordance with the Standards of Excellence. He shall have seniority on the job until the work force is reduced to five (5) men permanently, but must possess the skills necessary to perform the work. The Union shall notify the Employer by mail, fax or email when a Job Steward is appointed and the Employer shall notify the Union by mail, fax or email when a Job Steward is to be laid off. Job Stewards shall receive reasonable notice of lay-off and transfer of personnel.

#### **Article 104**

#### **WORK BREAK**

104.1 A work break, not exceeding a ten (10) minute stoppage of work, may be taken once in the first half of any shift, and once in the second half of any shift. 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. The foreman or supervisor will use his own discretion as to the time of this break, however, he should endeavor to arrange it mid-way through the first and second half of the shift. The normal, suggested work break is detailed in Article 110.

104.2 If an employee is required to work beyond the regular working hours, a work break shall be granted before commencing overtime provided a meal break is not taken. This shall not apply to jobbing work.

104.3 By mutual agreement between the Union and the Employer, where a scheduled ten (10) hour overtime work day is established, the work breaks may either be three (3) breaks of ten (10) minutes each or two (2) breaks of fifteen (15) minutes each.

#### **Article 105**

#### **WATER AND SANITATION**

105.1 The Employer and each individual Employee agrees to abide by the current Construction Safety Act, and Amendments thereto, and the Ontario Health and Safety Regulations. A description of these sections forms a part of this Agreement.

105.2 Properly heated eating and clothing facilities will be provided for workers from the start of any project. These facilities must be constructed to give protection from weather and are to be maintained in a clean and sanitary condition.

105.3 Toilets as required by the Ontario Occupational Health and Safety Act are to be provided when seven (7) or more members of the Union are employed on a project, which shall be for the exclusive use of those members and shall be cleaned every third working day. The Contractor shall endeavor to supply flush toilets where possible.

#### **Article 106**

#### **TOOLS**

106.1 Employees shall take reasonable care of tools issued to them and shall be required to return tools to the foreman or tool crib attendant on Employer's time. He shall also report on loss, damage or transfer of same.

106.2 Each journeyman/apprentice shall supply the following list of tools as a complete kit:

- One pair of Pliers
- One 9" Torpedo Level
- One 16' Combination Metric Tape

106.3 All other tools required for the proper installation of a complete plumbing job or heating system shall be supplied by the Employer.

106.4 All members of Local 67 who report for work by direction of the Employer at the time of initial employment and are not in possession of the tools required to perform the work for which they are hired as outlined in Sections 106.2 of this Article, shall not be eligible for employment. The Employer shall have the right to refuse employment to such Employees and shall not be required to pay the established rate as called for in Article 102.

106.5 If it is found at any time that Employees when working on a job or in the shop are not in possession of the said tools required to perform the work for which they are being hired, the Employer shall have the right to discharge such Employee if not in possession of said tools within five (5) working days.

**Article 107** **EMERGENCY REPAIR WORK  
IN PRIVATE RESIDENCES**

107.1 In private residences, that is, homes or apartments, the first four (4) hours overtime shall be paid at the straight time rate. Beyond the first hour (4) hours of overtime, the rate shall be time and one-half.

**Article 108** **HOURS OF WORK**

108.1 The regular hours of work Monday to Thursday inclusive will be from 8:00 a.m. to 4:30 p.m. with one-half hour for lunch. On Friday, only the regular work hours will be from 8:00 a.m. to 12:00 noon.

108.2 Upon reasonable notice (one week), should a job or local conditions indicate a desirability for change in the ordinary hours of work, these hours may be changed by mutual consent of the Union office and the contractor or his representative.

108.3 Upon reasonable notice (one week), should the regular hours of work, be changed by mutual consent as stated in 108.2 above, to a work week having 36 hours (four x 9-hour shifts), the daily work schedule will begin at 7:30 a.m. and terminate at 5:00 p.m. with one half hour for lunch. At the employers discretion hours of work may be changed to those noted in 108.1. Such consent shall be confirmed in writing between the Union office and the employer.

All overtime hours above the (9) hours per day shall be paid at the rate of double time.

108.4 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, Sundays, earned days off, 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 ½) one and one half times the full rate of pay. All other overtime beyond the normal hours per day shall be paid at the rate of double time with the exception of residential, maintenance and shift work.

109.3 When an employee is required to work more than two (2) hours overtime, he shall be given one-half hour paid meal break at the end of the regular shift and every four (4) hours thereafter.

**Article 110** **SHIFT WORK**

110.1 When shift work becomes necessary the "Composite Schedule of Working Days for Shift Work", as outlined in Article 110.11 and the "Ordinary Hours, Shift Hours and Pay", as outlined in Articles 110.9 and 110.10 shall apply.

110.2 All work performed on a shift basis commencing 12:00 midnight Friday to 12:00 midnight Sunday, shall be paid for at the rate of double time. (See Articles 110.9 and 110.10 for clarification).

110.3 Employees shall not be allowed to work two continuous shifts or any part thereof in any one calendar day. This would exclude foremen required for shift changeover. Shifts may start on any day as defined in Article 110.11.

110.4 Shifts may only be established when shift work is worked for at least four (4) consecutive work days. These may be based on consecutive regular work days, weekends or holidays, providing the applicable weekend and/or holiday premiums are paid. Payment of double time rate will be made if the shift does not operate for

four (4) consecutive days. Refer to Article 110.11. Refer to Standard Article 32 regarding special condition hours of work.

110.4(a) On small institutional and commercial contracts of less than 20,000 man-hours, shift work must be worked for at least two (2) consecutive work days. These may be based on consecutive regular work days, weekends or holidays, providing the applicable weekend and/or holiday premiums are paid.

110.5 It is mutually agreed that on all jobs which run more than fifty-six (56) hours per week and two (2) consecutive weeks duration or more, shall be put on shift work if qualified men are available. This will not include exceptions as outlined in Article 114 Maintenance. This matter shall be discussed with the Business Manager.

110.6 Notwithstanding the above, the following shall apply to work designated as "Shift Work - Commercial" which covers:

Occupied Banks, Stores, Offices, Schools.

110.7 When work cannot be done during normal hours, it may be done as a straight shift of seven (7) hours' work with pay for eight (8) hours.

110.8 Due to special circumstances, it may be necessary to vary the starting and stopping time of the shift, while working on Commercial projects. This may be varied by mutual consent of the Employer and the Union providing the shift does not exceed seven (7) hours. Mutual consent must be in writing.

### 110.9 ORDINARY HOURS, SHIFT WORK AND PAY

Working Period	Starting Time	Coffee Break	Lunch Break	Coffee Break	Meal Break	Finish Work	Actual Hours Worked	Hours to be Paid Weekdays	Saturday & Sunday
<b>REGULAR HOURS:</b>	8:00 a.m.	10-10:10 a.m.	12-12:30 p.m.	2:30-2:40 p.m.	-	4:30	8	8	6
<b>MONDAY-THURSDAY FRIDAY</b>	see article 110.10								
<b>SHIFT WORK</b>									
<b>TWO SHIFT OPERATION</b>									
1st 12 Hour Shift	8:00 a.m.	10-10:10 a.m.	12-12:30 p.m.	2:30- 2:40 p.m.	4:30-5:00 p.m.	8:00 p.m.	11	16	4
2nd 12 Hour Shift	8:30 p.m.	10-10:10 p.m.	*12-12:30 a.m.	2:30- 2:40 a.m.	4:30-5:00 a.m.	8:00 a.m.	11	17	4
1st 11 Hour Shift	8:00 a.m.	10-10:10 a.m.	12-12:30 p.m.	2:30- 2:40 p.m.	4:30-5:00 p.m.	7:00 p.m.	10	14	2
2nd 11 Hour Shift	7:00 p.m.	9-9:10 p.m.	11-11:30 p.m.	1:30- 1:40 a.m.	4:00-4:30 a.m.	6:00 a.m.	10	15	3
1st 10 Hour Shift	8:00 a.m.	10-10:10 a.m.	12-12:30 p.m.	2:30- 2:40 p.m.	4:00-4:10 p.m.	6:00 p.m.	9.5	12	0
2nd 10 Hour Shift	6:00 p.m.	8- 8:10 p.m.	10-10:30 p.m.	12:30-12:40 a.m.	2:00-2:10 a.m.	4:00 a.m.	9.5	13	1
1st 9 Hour Shift	8:00 a.m.	10-10:10 a.m.	12-12:30 p.m.	2:30- 2:40 p.m.	-	5:00 p.m.	8.5	10	8
2nd 9 Hour Shift	5:00 p.m.	7- 7:10 p.m.	9-9:30 p.m.	11:30-11:40 a.m.	-	2:00 a.m.	8.5	11	9
1st 8 Hour Shift	8:00 a.m.	10-10:10 a.m.	12-12:30 p.m.	2:30- 2:40 p.m.	-	4:30 p.m.	8	8	6
2nd 8 Hour Shift	4:30 p.m.	6-6:10 p.m.	8- 8:30 p.m.	10:30-10:40 p.m.	-	*12:30 a.m.	7.5	9	7
<b>THREE SHIFT OPERATION</b>									
1st Shift	8:00 a.m.	10-10:10 a.m.	12-12:30 p.m.	2:30- 2:40 p.m.	-	4:00 p.m.	7.5	8	6
2nd Shift	4:00 p.m.	6- 6:10 p.m.	8- 8:30 p.m.	10:30-10:40 p.m.	-	*12:00 a.m.	7.5	9	7
3rd Shift	*12:00 a.m.	2- 2:10 a.m.	4-4:30 a.m.	6:30- 6:40 a.m.	-	8:00 a.m.	7.5	10	8

NOTE: \*Denotes Midnight

All hours worked after a regular shift will be paid at premium rates unless separated by a break of eight consecutive hours.

### 110.10 ORDINARY HOURS, SHIFT WORK AND PAY - FRIDAY ONLY

Working Period	Starting Time	Coffee Break	Lunch Break	Coffee Break	Meal Break	Finish Work	Actual Hours Worked	Hours to be Paid Friday
<b>REGULAR HRS.</b>	8:00 a.m.	10-10:10 a.m.	-	-	-	12:00 noon	4	4
<b>SHIFT WORK</b>								
<b>TWO SHIFT OPERATION</b>								
1st 12 hr. shift	8:00 a.m.	10:00-10:10 a.m.	12-12:30 p.m.	2:30- 2:40 p.m.	4:00-4:30 p.m.	8:00 p.m.	11	18
2nd 12 hr. shift	8:00 p.m.	10:00-10:10 p.m.	12-12:30 a.m.	2:30-2:40 a.m.	4:00- 4:30 a.m.	8:00 a.m.	11	19
1st 11 hr. shift	8:00 a.m.	10:00-10:10 a.m.	12-12:30 p.m.	2:30- 2:40 p.m.	4:00-4:30 p.m.	7:00 p.m.	10	16
2nd 11 hr. shift	7:00 p.m.	9:00-9:10 p.m.	11-11:30 p.m.	1:30-1:40 a.m.	4:00-4:30 a.m.	6:00 a.m.	10	17
1st 10 hr. shift	8:00 a.m.	10:00-10:10 a.m.	12-12:30 p.m.	2:30- 2:40 p.m.	4:00-4:30 p.m.	6:00 p.m.	9	14
2nd 10 hr. shift	6:00 p.m.	8:00-8:10 p.m.	10-10:30 p.m.	12:30-12:40 a.m.	2:00- 2:30 a.m.	4:00 a.m.	9	15
1st 9 hr. shift	8:00 a.m.	10:00-10:10 a.m.	12-12:30 p.m.	2:00- 2:10 p.m.	-	5:00 p.m.	8.5	12
2nd 9 hr. shift	5:00 p.m.	7:00-7:10 p.m.	9-9:30 p.m.	11:30-11:40 p.m.	-	2:00 a.m.	8.5	13
1st 8 hr. shift	8:00 a.m.	10:00-10:10 a.m.	12-12:30 p.m.	2:30- 2:40 p.m.	-	4:30 p.m.	8	11
2nd 8 hr. shift	4:30 p.m.	6:00-6:10 p.m.	8-8:30 p.m.	10:30-10:40 p.m.	-	12:30 a.m.	7.5	10
<b>THREE SHIFT OPERATION</b>								
1st Shift	8:00 a.m.	10-10:10 a.m.	-	-	-	12:00 noon	4	4
2nd Shift	12:00 noon	2- 2:10 p.m.	-	-	-	4:00 p.m.	4	5
3rd Shift	4:00 p.m.	6: 6:10 p.m.	-	-	-	8:00 p.m.	4	6

If an employer schedules more hours than are set out in Article 110.10 the hours of work shall be as set out in Article 110.9. In all cases work performed on a Friday in excess of four (4) hours shall be paid at the rate of double time. Shift premiums shall apply when applicable.

\*Fifteen (15) minute coffee break (exception to Article 104).

**110.11 COMPOSITE SCHEDULE OF WORKING DAYS FOR SHIFT  
WORK WORKING DAYS INCLUDING SATURDAY AND SUNDAY**

Work Starts	Monday	Tuesday	Wednesday	Thursday
or on	Tuesday	Wednesday	Thursday	Friday
or on	Wednesday	Thursday	Friday	Saturday
or on	Thursday	Friday	Saturday	Sunday
or on	Friday	Saturday	Sunday	Monday
or on	Saturday	Sunday	Monday	Tuesday
or on	Sunday	Monday	Tuesday	Wednesday

NOTE: For Commercial work only Saturdays and Sundays, unless worked, are not included in the Composite Schedule of Working Days for Shift Work.

NOTE: When a Statutory Holiday falls on any day within the Composite Shift Schedule and is not worked, the remaining days of that sequence shall constitute a legal shift.

**Article 111 FOREMEN**

111.1 Journeymen in charge of work where a number of journeymen are employed shall receive the additional remuneration of 12% 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 67 members when appointing a Foreman.

111.2 All foreman shall be members of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

111.3 The employer may appoint, at his own discretion, a qualified member of the Union to the position of foreman. He may also appoint, at his own discretion, additional foremen as may be required on the project by reason of the size or complexity of project.

111.4 A foremen's duties shall include, but not be limited to promoting and ensuring that regulatory and employer safety policies and working rules are adhered to, laying out work and instructing employees in their duties, methods and efficiency within the terms of this agreement.

111.5 The foremen shall project and promote the interest of the Contractor on the job or in the shop at all times, within the terms of this Agreement.

**Article 112 APPRENTICES**

112.1 To assure the Industry of an adequate supply of properly trained and qualified mechanics, a Joint Apprenticeship and Training Committee (JATC) has been formed. This Committee consists of six (6) members - three (3) from UA Local 67, and three (3) MCAHN. Each party may appoint an alternate member.

The JATC shall be responsible for the administration of local apprenticeship standards and for ensuring compliance with the provisions and intent of all applicable legislation.

All applicants for apprenticeship must make application and meet all requirements of the JATC excepting UA members transferred from other areas.

UA Local 67 and the JATC will not unreasonably withhold an approval of a contractor's selection for an apprentice providing they meet the requirements as stated above. All apprentices must obtain a work referral slip from UA Local 67 before commencing work.

All apprentices shall be indentured to the JATC. The JATC shall be the Local Apprenticeship Committee (LAC) as prescribed and mandated by all applicable legislation.

No first year apprentices without a contract shall be hired while there are qualified apprentices unemployed without the JATC's written approval. This shall apply to each branch of the trade.

112.2 The contractors and the UA Local 67 agree to abide by the "Apprenticeship Protocol" established by the JATC.

112.3 The apprentice will notify UA Local 67 and their Employer upon obtaining their certificate of qualification. They will be paid the journeyman's rate of wages and benefits from the date of such notification.

112.4 When layoffs occur, apprentices with less than two (2) terms of service with the Employer shall be laid off first. For all other apprentices the length of service with the Employer will be the prime consideration in determining layoffs. This shall

apply to each branch of the trade.

112.5 The proportionate ratio of Journeymen to Apprentices will be as mandated by all applicable legislation.

112.6 It is required as a condition of employment that each Apprentice attends classes as arranged by the JATC in addition to those arranged by the Ministry of Training, Colleges and Universities.

Wage Increases:

The apprentice Basic Rate and Total Wage Package will be calculated based on the following through the term of this agreement.

1st Term Apprentice	- Base rate will be 40% of the Journeyman base rate
2nd Term Apprentice	- Base rate will be 50% of the Journeyman base rate
3rd Term Apprentice	- Base rate will be 60% of the Journeyman base rate
4th Term Apprentice	- Base rate will be 70% of the Journeyman base rate
5th Term Apprentice	- Base rate will be 80% of the Journeyman base rate

**Article 113** **SMALL DOMESTIC AND COMMERCIAL JOBS**

113.1 On all small jobs, up to a maximum labor content of two hundred (200) man-hours, that have to be done after 4:30 p.m. overtime shall be paid at the rate of time and a half until 12:00 midnight, and from 12:00 midnight to 8:00 a.m. starting time at the rate of double time.

**Article 114** **WELDING**

114.1 Welders will be required to work towards the progression of the job when welding work is not available.

**Article 115** **MAINTENANCE**

115.1 The parties agree to keep overtime to a minimum. This will not in any way interfere with maintenance, which is defined as follows:

- (a) Danger to life or damage to property.
- (b) A breakdown which will endanger the normal production of a plant.
- (c) Any cutting-in of pipelines. etc., which cannot be done in the regular hours of labor.

**Article 116** **WORKING FOR OTHER THAN REGULAR EMPLOYER**

116.1 Any member of a Local Union who is reported to be working after regular hours, on their own behalf or for other than their regular employer, shall be subject to a fine or such disciplinary action as decided by the Local Union. Parties to this agreement are equally responsible to assist in the suppression of this practice.

**Article 117** **TOOL PICK-UP AND WASH-UP**

117.1 Employees shall be allowed ten (10) minutes to pick up tools and wash up.

**Article 118** **EMPLOYEE VEHICLES**

118.1 The use of Employees' vehicles will not be permitted for the transportation of material, equipment or personnel for the Employer's benefit.

**Article 119** **STORE ROOM AND TOOL CRIB**

119.1 If it is necessary to man a store room and/or a tool crib set on a job, it shall be manned by a Journeyman or Apprentice of Local 67. Any one apprentice may not be used for longer than one (1) month in any twelve (12) month period.

**Article 120** **PIPE CUTTING AND THREADING MACHINES**

120.1 While performing work under this agreement, all pipe cutting and threading machines on the job shall be operated by members of Local 67.

**Article 121** **MARK-UP MEETING**

121.1 On any Industrial, Commercial, or Institutional job involving multiple trades required for the installation of mechanical systems, there shall be a Mark-Up Meeting. The Contractor shall provide a meeting place within the jurisdiction of Local 67 (Brantford/Hamilton/Niagara). Plans necessary to the settlement of jurisdictional problems shall be available at such meeting, when notice of all special skills, processes and material shall be made known. The MCAHN will direct its

members to comply with the provisions of this Article 120.

**Article 122 RESIDENTIAL, COMMERCIAL  
MAINTENANCE, AND SERVICE CLASSIFICATION  
AND MINOR CONSTRUCTION**

122.1 The parties hereto agree to establish a Committee to explore this matter. The Committee shall contain equal representation from the Employer and the Union

**Article 123 WORK READINESS TRAINING (WRT) FUND**

123.1 The parties agree to establish a joint fund, administered by the Union, whose intent and purpose would be to ensure that all UA tradespersons have required Work Readiness Training (WRT) or other training as determined by the Committee prior to reporting for work. The WRT Fund will be administered separately from the existing Training Funds and have its own bank account and financial statements.

123.2 Parties working under the terms and conditions of Appendix 8, 9 and 9A – Niagara, Hamilton and Brantford of the ICI Agreement shall contribute fifteen (\$.15) cents for each earned hour to this fund.

123.3 The parties (UA/MCAHN) agree to review the hourly rate contribution upon termination of the Agreement, to determine if additional/less funding is required to fund payment of WRT as determined and recommended by the Committee.

123.4 The training requirements as established by the Committee shall be paid for by the fund. The fund shall reimburse course costs for training which will be taken on the members own time. The courses shall be organized and administered by the Union as directed by the Committee.

123.5 It is further agreed that mandatory legislated training shall be considered a condition of employment and must be fully implemented prior to April 1, 2017. Non-legislated mandatory training to be implemented by April 1, 2018. Initial mandatory training as indicated by the Committee is as follows:

1. Working at Heights Training
2. Ministry of Labour Safety Awareness Training
3. WHMIS
4. Elevated Work Platform/Boom Lift Training and Propane Handling Training
5. Any new mandated OHS Training

123.6 The Committee referenced in Article 123, for greater certainty, shall be the JATC as established between Zones 8, 9 and 9A. A separate By Law shall be created as directed by the Committee for Administration of the WRT Fund.

123.7 It is understood that the UA in conjunction with the JATC will work together to maintain an ongoing and suitable number of qualified tow motor operators in its membership. In the event a contractor requires a trained tow motor operator from the list of unemployed members, where none are available, the UA or contractor can provide tow motor training to approved individuals. Cost of the training will be covered by the WRT fund.

**SCHEDULES  
WAGES**

**A**

Please refer to Wage Schedules on page 145.

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

Wage Schedule effective date is the closest Sunday to May 1<sup>st</sup>.

**B PAY FOR VACATION AND STATUTORY HOLIDAYS**

1. Pay for Vacation and Statutory Holidays shall be ten percent (10%) of base wages. See Article 6.4 page 6 for payment method.

**C HEALTH AND WELFARE CONTRIBUTION**

1 Each employer shall remit to the Local 67 welfare plan for each hour's pay earned by each of his employees a sum equal to the amount shown on the current Wage Schedule.

2. The fund shall be administered by a Board of Trustees to be appointed by the Union.

3. Refer to Article 30 (Standard Articles) for additional contribution related to continuation of benefits.



**D PENSION PLAN CONTRIBUTION**

1. Each Employer shall remit to the Local 67 Pension Plan for each hour's pay earned by each of his employees a sum equal to the amount shown on the current Wage Schedule.
2. The pension plan shall be administered by a Board of Trustees appointed by the Union.

**E TRAINING FUNDS**

1. There shall be established a Joint Training Fund for administration of the J.A.T.C. programme. The J.A.T.C. shall be the trustee of the Fund.
2. Each contractor shall contribute to the Fund sixty (60) cents for each hour's pay earned by each member of the Union employed by such employer. It is understood that the foregoing is comprised of one (1) cent of employer contribution and the balance is the Union contribution. Refer to Standard Article 23 for additional Training Fund.

**F SUPPLEMENTARY UNEMPLOYMENT BENEFIT**

1. Each contractor shall contribute to the Local 67 supplementary unemployment benefit fund, a sum equal to twenty (20) cents for each hour's pay earned by each of his employees.
2. The Fund shall be administered by a Board of Trustees to be appointed by the Union.

**G ZONE ASSOCIATION INDUSTRY FUND**

1. Each Employer of members of Local 67 shall contribute (as per table below) per hour for each hour earned by each employee covered by this Agreement; and remit such contributions to the Administrator monthly, together with other contributions called for in Schedules C,D,E,F,G,H, and Article 20. 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. The Funds shall be administered by the Board of Directors of the Zone Association.

May 1, 2019 = \$0.46  
May 1, 2020 = \$0.46  
May 1, 2021 = \$0.46

**H LOCAL 67 FIELD DUES FUND AND FRINGE CONTRIBUTIONS**

1. In addition to basic wages and all other benefits, each employer shall remit, to the Administrator, on a per hour basis for each hour earned by his employees to the UA Local 67 Field Dues Fund. Note: Union Field Dues 1.5% of gross Total Wage Rate for each hours pay earned. When calculating Foreman and Apprentice rates, gross Basic Rate (i.e. Basic Rate before "Market Recovery Fund" deduction) is to be used.
2. These contributions, on receipt, shall be immediately paid to the Union at the same time and in the same manner as other fringe contributions set out in the wage schedule pursuant to Schedule M and shall be administered by the Union.

**I & J COMMUTING, TRAVEL, TRANSFER & BOARD ALLOWANCES**

1. Free Zone

When an employee is employed on a job within the Free Zone, no commuting or travel allowances will be paid. This zone shall consist of a maximum of 25 km in any direction from the city limits by the most practical direct route. Refer to Article 37 Re: the Standard Provincial Travel Free Zone – which supersedes this Schedule, where in conflict.

2. All employees when employed within the Free Zone shall be governed by the working hours specified for the project, and shall provide for themselves at no cost to the Employer all necessary transportation from home to shop or project at starting time and from shop or project to home at quitting time.
3. All employees when working outside of the "free zone" shall be paid traveling expenses to and from the project, at the rate of 60 cents per km; 61 cents effective May 1, 2014; 62 cents effective May 1, 2015 from the free zone to a maximum of

\$82.57 per day; \$83.95 effective May 1, 2014; \$85.33 effective May 1, 2015.

4. The mileage shall be measured by the most practical direct route taken from the "free zone" to the project. The Workmen shall remain on the project a full shift unless directed otherwise.

5. Any members working within one hundred and sixty (160) km radius of Brantford are to be returned home weekly at the prevailing traveling time rates. Any members working over one hundred and sixty (160) km radius of Brantford are to be returned home every two weeks at the prevailing traveling time rates.

6. Any employee who is sent to work on a Project outside the travel free zone for a period of three days or less shall be paid traveling expenses to and from the Project daily at the rate of: 60 cents per km; 61 cents effective May 1, 2014; 62 cents effective May 1, 2015 for the total mileage incurred without limitation as to maximum daily expense. The mileage shall be measured in a similar way to that stated in 4. above. If under these conditions the employee is instructed by his Employer, or he chooses, to take board and lodging instead of returning home daily, then he shall be paid traveling expense at the rate of 60 cents per km; 61 cents effective May 1, 2014; 62 cents effective May 1, 2015 for the total mileage incurred in one round trip to and from the Project plus Board of \$71.47 per day; \$72.82 effective May 1, 2014; \$74.22 effective May 1, 2015.

7. In addition to the above, they shall be paid an allowance for actual board and expenses of \$64.33 per day; \$65.63 effective May 1, 2014; \$67.03 effective May 1, 2015 or a minimum of \$432.20 per seven (7) day week; \$441.28 effective May 1, 2014; \$450.69 effective May 1, 2015. Employees shall have the right to choose their own boarding places.

8. On out-of-town jobs on Statutory Holidays, room and board will be paid for the holiday providing the men work a full eight hours on the standard normal working day preceding the holiday and a full eight hours on the normal working day following the holiday, or four hours if that normal working day is a Friday.

9. When Employees report for work on out-of-town jobs where Board is applicable, and are sent home due to job conditions, board shall be paid for the full day.

## **K OCCUPATIONAL DISEASE RESEARCH FUND**

1. Each employer shall remit to the Local 67 Occupational Disease Research Fund for each hour earned the sum of two (2) cents for each of his employees.

## **L BENEVOLENT FUND**

1. Each employer shall contribute to the Local 67 (Hamilton) Benevolent Fund for each hour earned the sum of ten (10) cents for each of his employees.

## **M FRINGE CONTRIBUTIONS**

1. Employer reports are to be received by the Administrator on or before the tenth (10th) day of the month following the month during which the reported hours were earned. Employers, who do not report, in the foregoing manner, will be classified as in default.

2. See Article 41 - Funds Remittance Process/Penalties.

## **N WATER AND SANITATION, REGULATION 419/73**

59. (1) A reasonable supply of potable drinking water shall be kept readily accessible for the use of workers.

(2) A clean and sanitary means of drinking the water referred to in sub-section 1 shall be provided for the use of workers.

(3) The water referred to in sub-section 1 shall be supplied from a piping system or from a clean, covered container having a drain faucet and shall be chilled by means of ice or a refrigerator appliance.

(4) No workers shall be required to or shall use a drinking cup in common with other workers.

(5) Washing facilities with clean water, soap and individual towels shall be provided for workers who use or handle corrosive, poisonous or other substances likely to endanger their health.

60. (1) At least one toilet, as per the Occupational Health and Safety Act shall be provided or made available:
- (a) for the use of the workmen from the commencement of the project;
  - (b) where there are more than thirty men on the project at any one time, for each thirty men or fraction thereof; and
  - (c) within reasonable access from each work area.
- (2) Every toilet, as per the Occupational Health and Safety Act shall:
- (a) be constructed so that any user is sheltered from view and protected from the weather and from falling objects;
  - (b) be illuminated by natural or artificial light;
  - (c) be provided with toilet paper and disinfectant;
  - (d) be maintained in a clean and sanitary condition;
  - (e) be equipped with a toilet seat and cover; and
  - (f) if portable or temporary, be equipped with a urinal trough in addition to the toilet or privy.

**O**

**STABLIZATION FUND**

In the event that the Market Recovery Fund is wound up/discontinued the hourly contributions to the Fund made by the Contractor/Employer set out in the collective agreement shall re-distributed into the total package paid by the Contractor/Employer as a taxable payment to Journeymen and Apprentices as the case may be. For greater clarity, the foregoing shall not increase or decrease the TOTAL PACKAGE for a Journeymen or Apprentices as the case may be as set out in the collective agreement.



**APPENDIX 10  
ZONE 10 BARRIE - LOCAL UNION 46 (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 11%	4.93	4.93	5.06	5.20
Welfare	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
Work Readiness Training (WRT)	0.05	0.05	0.05	0.05
S.U.B.	0.20	0.20	0.20	0.20
Article 23	0.10	0.10	0.10	0.10
Article 30	0.03	0.03	0.03	0.03
UA Canada Nat'l Wellness	0.00	0.05	0.05	0.05
O.P.T.P.F. (Article 20)	0.26	0.26	0.26	0.26
De Novo (Article 34)	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.
National Organization Fund	0.10	0.10	0.10	0.10
Helmets to Hardhats	0.01	0.01	0.01	0.01
Stabilization Fund	0.50	0.50	0.50	0.50
TOTAL	61.37	61.37	62.66	64.15
Zone Association Fund (plus hst)	0.35	0.35	0.35	0.35
MIAC/WTF Funds (plus hst)	0.05	0.05	0.05	0.05
TOTAL	61.77	61.77	63.06	64.55
After Tax Deductions:				
Union Field Dues	0.68	0.68	0.70	0.72
O.P.T.P.F.	0.26	0.26	0.26	0.26
OCS	0.01	0.01	0.01	0.01
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. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001. The Welfare Fund is PST taxable. The PST permit number is 8529-2419.

FOREMAN Plus 10%  
WORK WEEK 37 1/2 hours

Article No.	Title	Schedule	Title
101	Hiring	A	Wages
102	Show-up Time	B	Vacation & Statutory Holiday Pay
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
109	Overtime	I	Travel Allowance
110	Shift Work	J	Board Allowance
111	Foremen	K	Payment of Funds

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.

**APPENDIX 10  
ZONE 10 BARRIE - LOCAL UNION 46 (BARRIE)**

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

101.2 When a Member first reports to work for a Contractor, he shall within five (5) regular working days, give the Contractor, or his representative his Social Insurance Number; and shall receive from the Contractor a Receipt as proof of receiving same no later than with his 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 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 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. Trailered 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 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 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 1/2). 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 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 WAGES**

### **A**

1. The minimum hourly rate for 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

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, 2019	Effective May 1, 2020	Effective May 1, 2021
1 <sup>st</sup> Year	40%	17.94	18.38	18.92
2 <sup>nd</sup> Year	50%	22.43	22.98	23.66
3 <sup>rd</sup> Year	60%	26.91	27.58	28.39
4 <sup>th</sup> Year	70%	31.40	32.17	33.12
5 <sup>th</sup> 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**

1. 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 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
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### **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 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 M.C.A. 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 11  
ZONE 11 TORONTO - LOCAL UNION 46 (TORONTO)  
WAGE SCHEDULES**

Effective Dates	May 1/19	Nov 1/19	May 1/20	May 1/21
Basic 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
Welfare	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
Work Readiness Training (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	0.15	0.15	0.15
Article 30	0.03	0.03	0.03	0.03
O.P.T.P.F. (Article 20)	0.26	0.26	0.26	0.26
De Novo (Article 34)	0.04	0.04	0.04	0.04
OCS	0.01	0.01	0.01	0.01
Helmets to Hardhats	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 Promotion Fund	0.02	0.02	0.02	0.02
TOTAL	67.71	67.71	69.13	70.57
Zone Association Fund	0.40	0.40	0.40	0.40
MIAC/WTF Funds	0.05	0.05	0.05	0.05
TOTAL	68.16	68.16	69.58	71.02
After Tax Deductions:				
Union Field Dues	0.71	0.71	0.73	0.75
O.P.T.P.F.	0.26	0.26	0.26	0.26
Contingency Fund	0.08	0.08	0.08	0.08
OCS	0.01	0.01	0.01	0.01

Local 46 (Toronto) 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 MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

Foreman May 1/19+\$7.14; Nov 1/19+7.13; May 1/20+\$7.32; May 1/21 +\$7.52

Work Week 36 hours

Article No.	Title	Schedule	Title
101	Hiring	A	Wages
102	Show-up Time	B	Vacation & Statutory Holiday Pay
103	Job Steward	C	Welfare Fund
104	Work Break	D	Pension Fund
105	Job Site Accommodation	E	Training Fund
106	Tools	F	S.U.B.
107	Service and Repair Work	G	Industry Fund
108	Hours of Work	H	Union Field Dues/Promotion Fund
109	Overtime	I	Travel Allowance
110	Shift Work	J	Board Allowance
111	Foremen	K	Joint Administrative Trustees
112	Joint Training & Apprenticeship	L	Date for Contributions & Monthly Reports
113	Integrity	M	Parking

Article No.	Title	Schedule	Title
114	Employee Member of Committee	N	Contingency Fund
115	Supplementary Agreements	O	Joint Promotion Fund
116	Temporary Heat		
117	General Work Practice		<b>Note:</b> Numbered Articles and/or
118	Alternative Payment of Wages		Schedules that are left blank are for
119	Voluntary RRSP Contributions		standard reference only and do not
120	Target Fund		apply to this Appendix.
121	WRT Fund		

## APPENDIX 11 ZONE 11 TORONTO - LOCAL UNION 46 (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 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/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 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 job site by one-half hour. No shift will start earlier than 6:00 a.m. without paying the applicable overtime premium.

108.2 Effective June 3, 1995 the regular work week shall be thirty-six (36) hours per week. The work week 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 Friday during the 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 ½) one and one half times the full rate of pay. All other 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 will be required to work for more than two hours beyond the normal quitting time of the shift, he 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 provisions 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 for at least two (2) consecutive work days. These may be based on consecutive regular work days, 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 Foremen 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 Effective May 23, 2010, 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. These hours will be credited towards apprenticeship. The pre-apprenticeship 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).

#### **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 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 Welfare 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 defined as having all 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 Paragraph 3 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, a Signatory Contractor Member of Local 46 may outsource such WRT and get reimbursed from the Trust upon providing proper documentation to support the reimbursement.

### **SCHEDULES RATES OF PAY**

#### **A**

1. The Base Rates of Pay Shall be:

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

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

First Period Apprentice	40%
Second Period Apprentice	50%
Third Period Apprentice	60%
Fourth Period Apprentice	70%
Fifth Period Apprentice	85%

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

#### **B PAY FOR VACATION AND STATUTORY HOLIDAYS**

1. 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 page 6 for payment method.

#### **C WELFARE CONTRIBUTIONS**

1. 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**

1. 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/her employees.

#### **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 his/her 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 (S.U.B.)**

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 Welfare 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 (\$1,000) 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 hour's pay earned; 71 cents effective Nov. 1, 2019; 73 cents effective May 1, 2020; 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 in this Agreement.

#### **I TRAVEL ALLOWANCE**

1. Travel throughout Zone 11 is no longer paid on a per km basis; 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; \$2.90 effective Nov. 1, 2019; \$2.90 effective May 1, 2020; \$2.90 effective May 1, 2021.

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 61 cents per km; 62 cents effective May 1, 2014; 63 cents effective May 1, 2015 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 traveling at night by train, fare for a sleeper;

(c) Pay at his/her regular hourly rate while traveling 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 Welfare Plan, Pension Plan and Supplementary Unemployment Benefit Plan shall be administered by the Union only (effective on date all conditions for such single trusteeship are met - as spelled out in 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** **JOINT PROMOTION FUND**

There will be a new fund set up, to be 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 UA 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 12**  
**ZONE 12 KINGSTON - LOCAL UNION 401 (KINGSTON)**  
**WAGE SCHEDULES**

Effective Dates	May 1/19	Aug 1/19	May 1/20	May 1/21
Basic Rate	43.09	42.78	43.80	44.91
Vacation Pay 10%	4.31	4.28	4.38	4.49
Welfare	2.45	2.45	2.45	2.45
Pension	8.08	8.25	8.39	8.50
Training	0.65	0.65	0.65	0.75
SUB	0.00	0.10	0.10	0.10
Article 23	0.10	0.15	0.15	0.15
Article 30	0.03	0.03	0.03	0.03
M.A.P. (Article 34)	0.04	0.04	0.04	0.04
O.P.T.P.F. (Article 20)	0.26	0.26	0.26	0.26
OCS	0.01	0.01	0.01	0.01
Stabilization Fund	1.00	1.00	1.00	1.00
Union Field Dues	0.91	0.92	0.94	0.97
Sick & Distressed Fund	0.04	0.04	0.04	0.04
Contingency Fund	0.10	0.10	0.10	0.10
National Organizing Fund	0.10	0.10	0.10	0.10
Helmets to Hardhats	0.00	0.01	0.01	0.01
TOTAL	61.17	61.17	62.45	63.91
Zone Association Fund	0.41	0.41	0.41	0.41
MIAC/WTF Funds	0.05	0.05	0.05	0.05
TOTAL	61.63	61.63	62.91	64.37
After Tax Deductions:				
Union Field Dues	0.91	0.92	0.94	0.97
O.P.T.P.F.	0.26	0.26	0.26	0.26
OCS	0.01	0.01	0.01	0.01

Effective December 1, 2013 Local 401 (Kingston) does not have the "Ontario Pipe Trades Promotion Fund", "Union Field Dues", Contingency Fund or "OCS (Ontario Construction Secretariat) Fund" included in their 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. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

Foreman            General + 20%, Foreman + 15%, Working + 10%  
Work Week        36 hours

Article No.	Title	Schedule	Title
101	Hiring	A	Wages
102	Show-up Time	B	Vacation & Statutory Holiday Pay
103	Job Steward	C	Welfare Fund
104	Work Break	D	Pension Fund
105	Job Site Accommodation	E	Training Fund
106	Tools	F	
107	Emergency Repairs	G	Industry Fund
108	Hours of Work	H	Union Field Dues and/or Promo. Fund
109	Overtime	I	Travel Allowance
110	Shift Work	J	Board Allowance
111	Foremen	K	WRT Fund
112	Apprentices	L	Distribution of Trust Funds
113	Owners and Managers	M	Stabilization Fund
114	Penalty Clause		
115			
116	Small Jobs		

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

**APPENDIX 12**  
**ZONE 12 KINGSTON - LOCAL UNION 401 (KINGSTON)**

**Article 101**

**HIRING**

101.1 The Company agrees to hire only members of Local 401 (Kingston) as long as the Union is able to supply mechanics and apprentices to take care of the needs of the employer, and the Company, when hiring, shall give the Union fair notice of their requirements, which shall be at least three days where possible. If the Union cannot supply mechanics who are members of the United Association, Local 401, the Union will supply mechanics who are members of the United Association.

**HIRING PROCEDURE AND NO LOANING OF OR THE EXCHANGE OF  
EMPLOYEES**

101.2 The employer agrees to hire from the list of unemployed Union members of Local Union 401 (Kingston) Journeymen and Apprentices. The employer shall have the right to choose from the list of unemployed members on a 50/50 basis of selection in accordance to Article 36. Also the Employer has the right to name hire foreman, general foreman, and service repair journeyman (for service work only) from the list of unemployed Local Union 401 (Kingston) members. Any abuse of this hiring procedure shall be in violation of this agreement.

Employer has the right to recall employees laid off and available for work up to a period of fifteen (15) working days from date of lay-off. Also when employee is hired by employer for a period of twenty-one (21) calendar days or less, his name will remain in the same position in the Local Union 401 (Kingston) lay-off book.

101.3 A member or members of Local Union 401 (Kingston) shall not be loaned or borrowed from one employer to another and members of Local Union 401 (Kingston) shall not be exchanged between employers for any purpose.

101.4 Previous to starting to work for or to perform work of the program of any employer or shop, members are to be considered as being unemployed and must obtain a referral slip from the Union.

101.5 Under no circumstances shall any employer transfer employees from one company to another company, without terminating the employees and complying with the hiring procedure in this Collective Agreement.

101.6 Unemployed members must register on the Local Union 401 out-of-work list.

101.7 When an employee first reports for work with an employer, he shall give to the Employer or his representative the following documents:

- (a) Social Insurance Number;
- (b) Certificate of apprenticeship or proper qualifications.

101.8 When a Welder reports for work with an Employer, he shall present to the employer a Welder's Performance ticket for the Procedures required on that job that are covered by Article 21 or those procedures allowed under the Welding Training Fund rules.

101.9 Refer to Article 36 Re: Standard Provincial Hiring and Mobility provisions – which supersede any conflicting provisions in this Article 101.

**Article 102**

**REPORTING**

102.1 An Employee reporting for work at the regular starting time at a shop or job site and no work is available, unless previously notified, shall receive two (2) hours pay at the applicable rate of pay, plus travel time if applicable.

102.2 Any Employee reporting for work on a day which inclement weather does prevent work from being carried on, unless he has been notified the day previous that no work will be available, shall receive a minimum of two (2) hours reporting time pay, at the applicable hourly rate.

102.3 Employees who do report and commence work, shall receive a minimum of four (4) hours pay at the applicable hourly rate. In such case the Employee shall remain on the job for either the two (2) hours reporting time or the four (4) hours starting time, whichever is applicable.

**Article 103****SHOP STEWARDS**

103.1 A Steward shall be a qualified journeyman appointed by the Business Manager who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times which consist of these duties assigned to him by the Business Manager or Business Agent. It is understood and agreed that the Steward's duties do not include matters relating to referrals, hiring and termination. The Union agrees that such duties shall be performed as expeditiously as possible and the employer agrees to allow the Steward a reasonable amount of time for the performance of such duties.

103.2 The Steward shall not be laid off prior to the manpower requirements being reduced to five (5) Journeymen employees, which number includes the Steward, but excludes the Foreman, providing the Steward has the trade qualifications for the work to be performed. He shall not be laid off, transferred or discharged by reason of his executing his duties and responsibilities as a Steward.

**Article 104****WORK BREAK**

104.1 Employees are allowed two (2) ten (10) minute rest periods to be taken approximately at mid morning and mid afternoon. Time to be mutually agreed to by the Employer and the Union. Employees requested to work overtime shall be allowed ten (10) minutes rest period every two (2) hours.

104.2 By mutual agreement between the Union and the Employer, where a scheduled ten (10) hour overtime work day is established, the 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 The Employer agrees to co-operate in maintaining non-smoking, sanitary and properly heated accommodations, to be provided by the Employer for the Employees to eat their lunch and store their working clothes, which are to be kept clean by the Employees.

**Article 106****TOOLS**

106.1 All Employees shall provide a tape, pliers, torpedo level, 9/16" box end wrench, and key lock with duplicate key for Employer, at their own expense. All other tools, safety and protective clothing and equipment shall be supplied by the Employer.

106.2 The Employee must accept responsibility for the tools and equipment supplied by the Contractor. Employees must report the breakage, loss, or witnessed abuse of such tools and equipment immediately to the Contractor. Upon layoff, the employee will return to the employer all issued tools and equipment for audit, in exchange for return of their duplicate key.

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.

106.3 The Contractor agrees to provide adequate protection and storage for all tools issued and accepts the responsibility for normal wear and tear on return of broken or worn tools.

**Article 107 EMERGENCY AND REPAIR WORK OVERTIME**

107.1 If necessary, to finish up a repair job on a regular working day, that does not take more than one (1) hour of overtime, an employee will be paid for said hour at the regular hourly rate of pay. Other emergency and repair type of work performed outside the regular working hours, on a regular working day, for the first three (3) hours, shall be paid for at time and one half the regular rate of pay. Any emergency and repair type of work performed in excess of three (3) hours, shall be paid for at double the regular hourly rate.

107.2 Any Employee who is recalled to work after leaving the job site, and without having received prior notice, to do emergency work, shall be paid at double the hourly rate. Time shall commence from when the call is received and until the Employee returns to his residence. A reasonable time allowance to be given for supervising the calling and obtaining of other Employees and for proceeding to and returning from the job. Upon every call-out, each Employee must receive at least the minimum of one (1) hours pay at double the hourly rate.

**Article 108****HOURS OF WORK**

108.1 The hours of labor shall be eight (8) per day, 8:00 a.m. to 4:30 p.m. for four (4) days, Monday to Thursday inclusive. Friday 8:00 a.m. to 12:00 noon.

108.2 Depending upon the requirements of the Contractor, project or client and with mutual agreement between the Contractor and the Union, hours of labour of four days at nine (9) hours per day, may be established.

108.3 Lunch period will be between 12:00 noon and 1:00 p.m. The length of the lunch will be determined by mutual agreement between the Employers and the Union.

108.4 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 If four (4) or more hours of overtime are worked beyond the regular eight (8) hour day, and on a continuous basis, a half (1/2) hour lunch period will be paid for at the rate applicable.

If three (3) or more hours of overtime are worked beyond the regular nine (9) hour day, and on a continuous basis, a half (1/2) hour lunch period will be paid for at the rate applicable.

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 ½) one and one half times the full rate of pay. All other work performed outside the regular working hours on new construction work, shall be paid for at double the regular rate of pay.

109.3 No employee shall be employed on regular scheduled overtime without prior consultation with the Local Union Business Manager or his designate.

**Article 110****SHIFT WORK**

110.1 MULTIPLE SHIFT WORK: Multiple shift work may be performed at the option of the Employer. To constitute multiple shift work, shift work must be worked for at least four (4) consecutive work days. These may be based on consecutive regular work days, weekends or holidays, providing the applicable weekend and/or holiday premiums are paid. In addition to the regular hours of work, when shift work is worked, one full additional shift must be worked in each twenty-four (24) hour period.

The day shift shall work a regular shift as outlined in Article 108.1 or 108.2 of the Agreement. The second and third shift shall work an equivalent shift, for which Employees shall receive pay for the hours worked plus fifteen (15) percent shift premium and overtime will be paid at 115 percent of regular rate plus premium time (ie. first 8 or 9 hour rate = (regular rate x 1.15); overtime rate = (regular rate x 1.15 plus regular rate).

110.2 ALTERNATE SHIFT WORK: Alternate shift work may be performed at the option of the Employer where work cannot be carried out during the regular working hours. Payment for Alternate Shift Work shall be time and one half the regular rate of pay. Except when a holiday occurs, and Employees required to perform Alternate Shift Work, must receive a minimum of thirty- six (36) hours pay, plus one shift premium of four (4) hours at the regular rate of pay. Refer to Standard Article 32 regarding special condition hours of work.

**Article 111****FOREMAN**

111.1 The employer shall appoint a working foreman, welding working foreman, foreman and general foreman from the qualified members of Local Union 401; except where the provisions of Article 36B apply.

**Article 112****APPRENTICES**

112.1 The allowable proportion of apprentices to journeyman shall be one (1) apprentice to every three (3) journeyman.

**Article 113**

**OWNERS AND MANAGERS**

113.1 Owners and Managers whose duties involve supervising the work of others are not included in the bargaining unit.

**Article 114**

**PENALTY CLAUSE**

114.1 The Association agrees to report to the Union instances of contravention of the principle of working only for recognized employers of Union labor, and Union employees working at plumbing and heating at night for other than their regular employers.

114.2 The Union agrees that any of its members who are regularly employed by an employer who is party to this Agreement, who, without the knowledge or consent of the employer, performs after regular working hours any plumbing, piping, fitting or welding of pipe by contract, or labor only, or any other agreement between customer and worker, shall be considered as violating the purpose of this agreement, and as such the Local Union shall apply on finding such member guilty, a penalty up to a maximum extent of U.A. Constitution.

**Article 116**

**SMALL JOBS**

116.1 For Small jobs, the rate of pay shall be 90% of the total package of the main agreement: \$37.63 effective May 1, 2019; \$37.22 effective Aug. 1, 2019; \$38.13 effective May 1, 2020; \$39.10 effective May 1, 2021. The hours of work for jobs falling under this article shall be 40 hours per week.

116.2 Small jobs shall mean service work and contracts in the institutional and commercial sectors, up to a Labour cost of \$40,000 effective May 1, 1998 plus (the Appendix 12 annual total package percentage increase as negotiated in each successive MCAO/OPTC provincial agreement).

- ie. Effective May 1, 2019:  $\$66,303 + (.022) (66,303) = \$67,762$
- Effective May 1, 2020:  $\$67,762 + (.0210) (\$67,762) = \$69,185$
- Effective May 1, 2021:  $\$69,185 + (.0234) (69,185) = \$70,804$

Members of Local 401 shall be employed under this article.

116.3 All other terms of this Agreement shall apply to journeymen and apprentices working under this article.

**SCHEDULES  
WAGE RATES**

**A**

1. The minimum wage rate for all journeymen shall be:

Effective May 1, 2019	\$43.09
Effective Aug. 1, 2019	\$42.78
Effective May 1, 2020	\$43.80
Effective May 1, 2021	\$44.91

2. The minimum wage rate for Working Foremen, Foreman and General Foreman are as follows:

- Working Foreman Ten Percent (10) above the Journeyman's rate;
- Foreman Fifteen Percent (15) above the Journeyman's rate;
- General Foreman Twenty Percent (20) above the Journeyman's rate.

3. The minimum rates of wages for Apprentices are as follows:

	Effective May 1/19	Effective Aug. 1/19	Effective May 1/20	Effective May 1/21
1st year - 40% of Journeyman Rate	\$16.69	\$16.57	\$16.97	\$17.42
2nd year - 50% of Journeyman Rate	\$21.09	\$20.95	\$21.45	\$22.00
3rd year - 60% of Journeyman Rate	\$25.49	\$25.30	\$25.92	\$26.58
4th year - 70% of Journeyman Rate	\$29.89	\$29.67	\$30.39	\$31.16
5th year - 80% of Journeyman Rate	\$34.29	\$34.05	\$34.86	\$35.75

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

**B**

**PAY FOR VACATION AND STATUTORY HOLIDAYS**

Statutory Holiday and Vacation Pay shall be 10% of the regular rate of pay and SHALL BE PAID WEEKLY and shown on Pay Stubs.

**C LOCAL UNION 401 (KINGSTON)- HEALTH AND WELFARE TRUST FUND**

The Employer shall contribute as, when and in the amounts set out in the Wage Schedule for each hour earned by each employee; and remit the same to the Trust Fund Administrator by the 15th of the month following that in which the hours were worked to be remitted to the Trust Fund which is established to purchase benefits for the Employees and Staff or any successor Trust Fund as may be designated by the Trust Fund Administrator.

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

**D LOCAL UNION 401 (KINGSTON) PENSION FUND**

Employers shall contribute as, when and in the amounts set out in the Wage Schedule, for each hour earned by each employee and remit the same to the Trust Fund Administrator by the 15th of the month following that in which the hours were worked to be remitted to the Pension Trust Fund established to provide pension benefits for the Employees and Staff or any successor Trust Fund as may be designated by the Trust Fund Administrator.

**E JOURNEYMEN AND APPRENTICESHIP PROGRAM**

**Industrial Standards Act & Joint Labour Management Committee**

The Employers and the Union agree to continue active participation in a Joint Committee for the purpose of establishing a Journeyman and Apprenticeship Training Program; the Establishment of an Industrial Standards Act Schedule for Plumbing and Pipefitting Industry; and a permanent Labour-Management Committee set up.

There shall be a Joint Apprenticeship Training Committee composed of equal representation of both Contractors and Union.

All matters or disputes pertaining to Apprenticeship that cannot be mutually settled by the Joint Apprenticeship Training Committee may be referred to the Ontario Labour Relations Board.

Training funds to be forwarded to the Trust Fund Administrator in the amounts set out in the wage schedule.

**G INDUSTRY FUND**

Each employer bound by this Agreement will contribute the amounts set out below for every hour earned by each employee covered by this agreement. The contribution will be paid by the 15th of each month following that in which the hours were worked, to the Trust Fund Administrator. The Trust Fund Administrator will forward these contributions to the Mechanical Contractors Association Kingston, which shall be used for the general purposes of the Zone Association, including negotiations and administration of this agreement.

Effective May 1, 2019 41 cents

**H SUPPLEMENTARY UNION FIELD DUES/CONTINGENCY FUNDS**

In addition, the Employer shall deduct from the wages of each employee a sum equal to \$1.01 per hour for each hour worked by each employee or part thereof; \$1.02 effective Aug. 1, 2019; \$1.04 effective May 1, 2020; \$1.07 effective May 1, 2021 and remit the same as the total combined Supplementary Union Field Dues and Contingency fund to the Local Union 401 on or before the 15th of the month immediately following the deduction.

**I & J BOARD AND TRANSPORTATION ALLOWANCE**

(a) Employees based in the cities of Kingston and Brockville shall provide their own transportation to and from the shop or job within the free zone boundaries of their base city or base shop. After the employee goes outside his base city free zone he shall receive an extra remuneration, in accordance with (b) Free Zone Boundaries 60 cents per km; 61 cents effective May 1, 2014; 62 cents effective May 1, 2015; to a maximum of \$74.88 per day; \$76.23 effective May 1, 2014; \$77.63 effective May 1, 2015. If a Statutory Holiday occurs during the period of their absence the board allowance will be paid providing the Employee works the full day previous to and following the Statutory Holiday.



Should the project's hours of work be 4 days at 9 hours per day, applicable travel allowance shall be paid on the basis of 4 days travel allowance for 4 days work.

(b) **FREE ZONE BOUNDARIES**

The free zone boundaries shall be a thirty-five (35) km radius in Kingston and Brockville from their respective City Halls. Anyone working outside the free zone boundary will be paid road miles from the edge of the free zone boundary to the job site. Refer to Article 37 Re: the Standard Provincial Travel Free Zone – which supersedes this Schedule, where in conflict.

**K WORK READINESS TRAINING (WRT) FUND**

a) Pursuant to Standard Article 40.2, UA Local 401 and MCAK Zone 12 agree that a portion, as set out below, of the Training Fund contributions made pursuant to Schedule G, shall be used by UA Local 401 to ensure that, all employees currently or previously dispatched from the out of work list maintained in the Local Union's Kingston office are fully qualified (Ministry of Labour Four Step Training, Working at Heights, WHMIS), with all necessary training being taken by Union Members with no further costs to the contractors or the fund. If requested at time of dispatch, the Union shall provide proof of such qualifications. Should there be any changes to the required Health & Safety training as legislated, prescribed or mutually agreed upon during the life of this agreement, UA Local 401 and MCAK Zone 12 upon written request of either party, shall meet within a reasonable time to examine costs related to this article. Employers shall contribute 10 cents per man hour worked to this fund. Contributions and costs for this training are to be tracked separately from other JATC training. All costs associated with this fund are to be borne by the MCAK Zone 12.

b) For greater clarity, it is agreed and understood that the monies set out above are in addition to the existing Training Fund contributions made pursuant to Schedule E and are to be tracked and accounted for separately.

c) Site specific training is not included in this agreement.

d) The hourly contribution will be reviewed annually by the Union and the Association to determine if contributions are adequate and/or if the scope of training being funded should be increased or decreased.

**L DISTRIBUTION OF TRUST FUNDS**

Payments called for in Schedules C, D, E, G, H and K shall be remitted by Employers to the Trust Fund Administrator.

The Trust Fund Administrator will distribute the funds to the trust or Organization, as the case may be, in the amounts shown in the Schedules by the 15th of the month following that in which they were received. Note: Administrator meaning collection agency only for various funds noted above.

See Article 41 – Funds Remittance Process/Penalties. (Note: in the case of Appendix 12, Article 41 to read “15% of the arrears” vs. “10% of the arrears”).

**M STABILIZATION FUND**

MCA Kingston and UA Local 401 (Kingston) have agreed to establish a Fund to provide subsidies to contractors bound by this Agreement under certain conditions. Stabilization funds shall be deducted based on an hours earned basis.

UA Local 401 (Kingston) will administer this fund.

Any Contractor desiring to apply for a subsidy from this fund may obtain the details of the procedures to be followed from MCA Kingston or UA Local 401 (Kingston).



**APPENDIX 12W  
 ZONE 12W OSHAWA - PETERBOROUGH - BELLEVILLE  
 LOCAL UNION 401 (O/P/B) - WAGE SCHEDULES**

Effective Dates	May 1/19	May 1/20	May 1/21
Basic Rate	43.80	44.82	45.82
Vacation Pay 10%	4.38	4.48	4.58
Welfare	2.65	2.65	2.65
Pension	7.87	8.04	8.24
Training	0.65	0.65	0.75
National Organizing Fund	0.10	0.10	0.10
S.U.B.	0.10	0.10	0.10
Article 23	0.15	0.15	0.15
Article 30	0.03	0.03	0.03
De Novo (Article 34)	0.04	0.04	0.04
OCS	0.01	0.01	0.01
O.P.T.P.F. (Article 20)	0.26	0.26	0.26
Sick & Distressed Fund	0.04	0.04	0.04
Union Field Dues	0.93	0.94	0.97
Contingency Fund	0.10	0.10	0.10
Stabilization Fund	1.00	1.00	1.00
Helmets to Hardhats	0.01	0.01	0.01
TOTAL	62.12	63.42	64.85
Zone Association Fund	0.25	0.25	0.25
MIAC/WTF Funds	0.05	0.05	0.05
TOTAL	62.42	63.72	65.15
After Tax Deductions:			
Union Field Dues	0.93	0.94	0.97
O.P.T.P.F.	0.26	0.26	0.26
OCS	0.01	0.01	0.01

All Foreman covered by this Agreement are Working Foreman. Foremen will receive a 10% premium. General and Area Foreman will receive a 20% premium in the Eastern Area only. General and Area foreman will receive a 15% premium in the Western Area only.

The Work Week for all employees shall be 36 hours.

Local 401 (O/P/B) does not have "Union Field Dues", Contingency Fund, "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. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

Article No.	Title	Schedule	Title
101	Hiring	A	Wages
102	Show-up Time	B	Vacation & Statutory Holiday Pay
103	Job Steward	C	Zone Administration
104	Work Break	D	Union Field Dues
105	Job Site Accommodation	E	Travel or Board Allowance
106	Tools	F	Contingency Fund
107	Emergency Repairs	G	Methods of Payments of All Funds
108	Hours of Work	H	Joint Administrative Committees
109	Overtime	I	Stabilization Fund
110	Shift Work	J	Parking
111	Foremen	K	WRT Fund



103.2 A Job Steward shall be an employee who is a qualified Journeyman employed on the job, capable of performing the regular work in accordance with the job requirements. 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 Local Union on the job site and reporting any infractions to the Contractor and/or his site Representative and the Local Union Business Manager or his designate. He may also report all infractions of Government Safety Regulations to the Contractor or his Representative on the site and the Local Union Business Manager or his designate. He shall be allowed to keep a record of the Members hired, laid off or discharged. The Steward shall be permitted to carry out his duties during working hours without the loss of pay, and no discrimination will be shown against him for carrying out his duties.

103.3 The Steward may assist in having injured workmen promptly taken care of and when necessary may accompany them to hospital or place of residence without loss of pay.

103.4 The Steward or his appointee will be on the job site whenever employees are working overtime, provided he has the trade qualifications to perform the work.

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 The Steward will not be transferred to another project without the written approval of the Local Union Business Manager or his designate.

#### **Article 104**

#### **COFFEE BREAK**

104.1 A coffee break of fifteen (15) minutes shall be taken by an employee once in the first half of any shift, and once in the second half of any shift, and at the commencement of overtime when time off for a meal is not taken. Employees will not leave their immediate work area during the coffee break, provided there is adequate protection against adverse conditions.

104.2 When it becomes necessary to work unscheduled overtime beyond the normal working day, a coffee break of fifteen (15) minutes shall be taken for every two (2) hours worked.

104.3 When overtime is required at the end of the regular work day, members shall receive a one-half hour lunch period with pay, if more than one (1) hour overtime is to be worked.

104.4 The Contractor or Foreman and the Job Steward will arrange the time of the coffee break.

104.5 If the coffee break interferes with the progress of the work, the coffee break may be staggered so that men will not be stopped at the same time.

104.6 By mutual agreement between the Union and the Employer, where a scheduled ten (10) hour overtime work day is established, the coffee breaks 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 shacks or accommodation shall be provided by the Contractor on each project, when deemed necessary by the Local Union Business Manager or his designate and the Contractor. The location of such shacks or accommodation will be determined by the Contractor.

105.2 Such shacks or accommodation shall be weatherproof and shall be kept reasonably clean. A table and sufficient benches or seats for all U.A. employees on the job shall be provided in the shacks or accommodations. Such shacks or accommodations shall not be used to store tools or materials.

105.3 When deemed necessary by the Contractor and the Local Union Business Manager or his designate, the Contractor shall supply clean heated washrooms, flush toilets and washbasins, provided sanitary sewer and water are on site in close proximity to each other.

105.4 Contractors shall supply drinking water in accordance with all applicable regulations and legislation.

105.5 When corrosive, poisonous or other substances that might endanger health or safety are required to be handled or used by an employee, then those employees

will be supplied with adequate clean water, soap, individual towels and wash-up facilities.

105.6 The Contractor will supply hand cleaner and clean cloths or paper towels at every job site.

#### **Article 106 TOOLS**

106.1 The Contractor shall supply all tools and equipment required for the proper installation of all work to be performed with the exception that the employee must supply his own tape, pliers, torpedo level, 9/16" box and wrench and one (1) 5/16" nut driver.

106.2 The employee must accept responsibility for the tools supplied by the Contractor, and must report the breakage or loss of such tools immediately on duplicate forms to be supplied by the Contractor.

106.3 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.

106.4 All tools willfully damaged by the employee shall be paid for by the employee.

#### **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 at regular rate; and for work in excess of such first hour at time and one-half until midnight and at double time from midnight until eight a.m. (8:00 a.m.).

(b) On a Saturday, Sunday or any stipulated Statutory Holiday set out in this Article at double time, plus one (1) additional hour at straight time for traveling to and from his home.

(c) This clause does not apply to new Construction, which is governed by Article 109.

#### **Article 108 HOURS OF WORK**

108.1 The regular work week for all employees shall be 36 hours. The ordinary hours of work Monday through Thursday inclusive shall be from 8:00 a.m. to 4:30 p.m. with 1/2 hour for lunch. The ordinary hours of work on Friday shall be from 8:00 a.m. to 12:00 noon.

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

#### **Article 109 OVERTIME**

109.1 Pursuant to the work week and ordinary hours of work in Article 108 (i.e. 36 hours per week (four (4) eight (8) hour days Monday to Thursday and four (4) hours Friday)) Friday afternoon will be paid at one and one half (1½) times the full rate of pay. All other overtime beyond the normal hours of work as stipulated in Article 108 of this Agreement, shall be paid at the rate of double time (two (2) times the full rate of pay), with the exception of shift work.

109.2 In so far as is practical, when overtime is to be worked, it shall be equally and impartially divided by the Contractor among the Journeymen and Apprentices on the job having the required qualifications.

109.3 Men not working on the particular project during the regular working day shall not be brought in from other jobs and placed on overtime work while any of the regular crew are available, providing the regular crew are qualified.

109.4 No employee shall be employed on regular scheduled overtime, without prior consultation with the Local Union Business Manager or his designate.

**Article 110****SHIFT WORK**

110.1 If shift work should become necessary (1) one full shift must be worked in each twenty-four (24) hour period. Refer to Standard Article 32 regarding special condition hours of work.

110.2 Shift work must be worked for at least four (4) consecutive work days. These may be based on consecutive regular work days, weekends or holidays, providing the applicable weekend and/or holiday premiums are paid.

110.3 The second or third shift shall receive pay for hours worked plus a premium of fifteen percent (15%) of the base rate.

110.4 When work cannot be done during regular work hours, such work will be considered Shift Work. Employees shall receive pay for hours worked plus a premium of fifteen percent (15%) of the base rate.

110.5 All hours in excess of the regular shift hours shall be paid at base rate, plus (15) fifteen percent, times two (2) plus all applicable benefits. For example -  $\$38.46 + 5.77 = 44.23 \times 2 = \$88.46$ , plus all applicable benefits.

110.6 The Contractor shall notify the Local Union Business Manager or his designate that shift work has become necessary.

**Article 111****FOREMEN**

111.1 The Foreman shall mean: a qualified Journeyman who is appointed by his employer to lay-out work and who shall within the terms of this Agreement instruct other Members of his respective trade.

111.2 The Contractor shall appoint or demote a Foreman to Journeyman or appoint or demote additional Foremen, at his discretion as may be required. Any project requiring more than (3) three foremen, will also have a General or Area Foreman. The ratio of General or Area Foremen shall be at the ratio of one (1) to four (4).

111.3 The Foreman shall protect and promote the interests of the Contractor on the job or in the shop at all times, within the terms of this Agreement.

111.4 All Foremen are Working Foremen. The extent to which a Foremen shall work with the tools of the trade shall be at the discretion of the Contractor or his representative.

**Article 112****APPRENTICES**

112.1 The Contractor will employ Apprentices in the ratio of one (1) Apprentice to three (3) Journeymen, unless otherwise approved by the Joint Apprenticeship Training Committee. Apprentices are only to work under the direct supervision of a Journeyman. A fifth term Apprentice will be allowed to work on his own on the condition that there is one or more Journeymen on the project he is working on.

112.2 There shall be a Joint Apprenticeship Training Committee composed of equal representation of both Contractors and Union.

112.3 All matters or disputes pertaining to Apprenticeship that cannot be mutually settled by the Joint Apprenticeship Training Committee may be referred to the Ontario Labour Relations Board for resolution.

**Article 113****PRE-JOB CONFERENCE**

113.1 At the request of the Local Union Business Manager or his designate, and/or the Contractor, a pre-job conference must be held for all projects to:

- (a) determine the manpower requirements,
- (b) determine the jurisdictional areas of work to be performed.

**Article 114****SPECIAL LEAVE**

Where an employee is a member of a recognized U.A. or affiliate committee and is required to attend to his duties in connection with that committee, he shall not be subject to penalty or loss of employment other than those hours he is absent from the job.

**Article 115****INDUSTRIAL PROJECTS**

115.1 For the purpose of this Agreement, an Industrial Project shall include manufacturing, production and processing plants, mining (including offshore drilling platforms and rigs), and transmission facilities, which include meter stations, pumping stations, sewage treatment plants, compressor stations, tank farms, dams and hydro-electric projects. No rig welder (owner operator) shall work on an Industrial Project. (Prior to work commencing on Offshore Drilling Platforms and Rigs, wages and conditions for Divers (Scuba and Deep Sea) will be negotiated by the parties for the term of this Agreement).

**SCHEDULES  
WAGES**

**A**

The regular minimum hourly rate of pay for all journeymen shall be as follows:

Effective May 1, 2019	\$43.80 per hour
Effective May 1, 2020	\$44.82 per hour
Effective May 1, 2021	\$45.82 per hour

The regular minimum rate of pay for apprentices shall be 40%, 50%, 60%, 75% and 85% of the regular rate for Journeymen for the 1st, 2nd, 3rd, 4th and 5th term of their apprenticeship, respectively. All contributions on behalf of Apprentices shall be the same as that of a journeyman, with the exceptions noted in Standard Article 35. Refer to Standard Article 35 for additional information regarding Apprentice Wages and Benefits.

On minor jobs or maintenance work when the employer supplies transportation and pays regular rate of pay for traveling, no other travel allowance will be paid in the Eastern Area only.

Foremen will receive a ten percent (10%) premium more than the Journeyman rate. General and Area Foreman will receive a twenty percent (20%) premium more than the Journeyman Rate in the Eastern Area only, General and Area Foremen will receive a fifteen percent (15%) premium in the Western Area only.

Employers may withhold, where necessary, a reasonable amount of wages due to enable them to prepare the payroll, not to exceed one calendar week.

**B****VACATION PAY**

Vacation and Statutory Holiday Pay shall be at ten percent (10%) of Base Rate. See Article 6.4 of the Standard Articles for payment method.

**C****ZONE ADMINISTRATION**

Each Employer bound by this Agreement shall contribute twenty-five (25) cents; up to thirty-five (35) cents if required per hour for each hour earned by each employee covered by this Agreement and remit such contributions in accordance with the Plumbers Local 401 Benefit Plans Administrator. Upon receipt, such amounts shall be paid to the Zone Association as each Employer's contribution for the general purposes of the Zone Association including the costs of negotiating and administering this Agreement.

**D****UNION FIELD DUES**

All of the moneys collected for Union Field Dues shall be used exclusively for the Promotion, Benefit and Education of U.A. Members of the Plumbing and Pipe Fitting Industry. At no time or in any manner shall any of the moneys so collected be used to the detriment of the Association or Contractors.

**E****TRAVEL OR BOARD ALLOWANCE**

Employees shall not be required to transport tools or materials in their own vehicles, including within the Travel Allowance Free Zone, or the Travel or Board Allowance Zone.

When an Employee is transferred between jobs during working hours and provides his own transportation, he shall be reimbursed fifty five cents (55 cents) per km; fifty seven cents (57 cents) per km effective May 1, 2014 and fifty nine cents (59 cents) per km effective May 1, 2015, in addition to his regular hourly rate and all other applicable Allowances.



## **TRAVEL ALLOWANCE FREE ZONE**

There is a travel allowance free zone 80 km radial distance from Oshawa City Hall, 45 km radial distance from Peterborough City Hall, 80 km radial distance from Belleville City Hall and all areas south. The Travel Allowance Free Zone is depicted as Area A on the attached map.

Employees reporting to their shop and taken to work within the Travel Allowance Free Zone shall travel to the job and return during the normal hours of work.

## **TRAVEL OR BOARD ALLOWANCE**

Beyond 80 km radial distance from Oshawa City Hall, beyond 45 km radial distance from Peterborough City Hall and beyond 80 km radial distance from Belleville City Hall and all areas north, employees will receive an additional \$.75 per hour worked when the employee travels to the job each day and returns to their home daily. The Travel or Board Allowance Zone is depicted as Area B on the attached map.

Employees reporting to their shop and taken to work within the Travel or Board Allowance zone (Area B) shall travel to the job and return during the normal hours of work.

When the employees travel to a job beyond 80 km radial distance from Oshawa City Hall, beyond 45 km radial distance from Peterborough City Hall and beyond 80 km radial distance from Belleville City Hall (Travel or Board Allowance Zone (Area B)) and do not return to their home daily, they shall receive a Board Allowance in addition to all other pay

The Board Allowance shall be sixty five dollars (\$65) per day worked; sixty eight dollars (\$68) per day worked effective May 1, 2014 and seventy one dollars (\$71) per day worked effective May 1, 2015, upon presentation of documented receipts.

Employees shall have the right to choose their own accommodation.

If a statutory holiday occurs during the period of absence from home, the Board Allowance will be paid providing the employee works the working day preceding and following the statutory holiday.

## **F CONTINGENCY FUND**

Each Employer shall contribute to the Local Union 401 Contingency Trust Fund for each hour earned by each of his employees a sum equal to ten cents (10c).

## **G BENEFIT FUNDS**

### **a) LOCAL UNION 401 (O/P/B)- HEALTH AND WELFARE FUND**

The Employer shall contribute as, when and in the amounts set out in the Wage Schedule, for each hour earned by each employee; and remit the same to the Trust Fund Administrator by the 15th of the month following that in which the hours were worked to be remitted to the Trust Fund which is established to purchase benefits for the Employees and Staff or any successor Trust Fund as may be designated by the Trust Fund Administrator.

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

### **b) LOCAL UNION 401 (O/P/B) PENSION FUND**

Employers shall contribute as, when and in the amounts set out in the Wage Schedule, for each hour earned by each employee and remit the same to the Trust Fund Administrator by the 15th of the month following that in which the hours were worked to be remitted to the Pension Trust Fund established to provide pension benefits for the Employees and Staff or any successor Trust Fund as may be designated by the Trust Fund Administrator.

### **c) ALL OTHER FUNDS**

Payments to be made by each of the Contractors to the Supplementary Unemployment Benefit Fund and with respect to the United Association Local Union 401 Training Trust Fund, the United Association Local Union 401 Contingency Trust Fund, Union Field Dues, Ontario Pipe Trades Promotion Fund, the Stabilization Fund, Article 23 (Canadian Training Fund and Industry Enhancement Fund), De Novo, the Local 401 Sick and Distressed Trust Fund, Ontario Construction Secretariat, Zone Administration and Mechanical Industry

Advisory Committee, (MIAC)/Welding Test Fund (WTF) shall be made monthly to the Trust Fund Administrator based on hours earned and forwarded by cheque prior to the 15<sup>th</sup> day of the month following the month for which 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 Trust Fund Administrator.

The Trust Fund Administrator shall forward to the Union the sum comprising the contributions to Union Fields Dues and the Ontario Pipe Trades Promotion Fund, Article 23 (Canadian Training Fund and Industry Enhancement Fund), Denovo, and Ontario Construction Secretariat.

The Trust Fund Administrator shall forward:

- a) the sums comprising the contributions in respect of Supplementary Unemployment Benefit Fund to the Trust Fund established to purchase supplementary unemployment benefits for the Employees and Staff or any successor Trust Fund as may be designated by the Trust Fund Administrator;
- b) to the Local 401 Sick and Distressed Trust Fund the sum comprising the contributions received in respect of the Local 401 (O/P/B) Sick and Distressed Trust Fund;
- c) to the Local 401 Contingency Trust Fund the sum comprising the contributions of the Local 401 Contingency Trust Fund; and to the United Association Local Union 401 Training Trust Fund the sum comprising contributions to the United Association Local Union 401 Training Trust Fund.

Forms for the purpose of reported contributions shall be provided by the Trust Fund Administrator and duplicate copies shall be forwarded to the Trust Fund Administrator, one of which will be sent to the office of Local 401 (O/P/B).

See Article 41 – Funds Remittance Process/Penalties

## **H JOINT ADMINISTRATIVE COMMITTEES**

The United Association Local 401 Training Trust Fund shall be administered by the committee appointed by the Zone Association, and Local 401 in accordance with the Trust instruments. Refer to Letter of Understanding in Appendix A for further information.

## **I STABILIZATION FUND**

MCA Zone 12 West and UA Local 401 (O/P/B) have agreed to establish a fund to provide subsidies to Contractors bound by this agreement.

UA Local 401 (O/P/B) will administer this fund.

Any Contractor desiring to apply for a subsidy from this fund may obtain the details of the procedure to be followed from UA Local 401 (O/P/B).

## **J PARKING**

When project conditions dictate the necessity of special arrangements for parking, the Contractor will provide for vehicle parking. If such facilities are not available, the Contractor, on receipt of proof of parking costs, shall subsidize the employee for parking at the rate of five dollars (\$5.00) per day.

## **K WORK READINESS TRAINING (WRT) FUND**

a) Pursuant to Standard Article 40.2, UA Local 401 and MCA Zone 12W agree that a portion, as set out below, of the Training Fund contributions made pursuant to Schedule G, shall be used by UA Local 401 to ensure that all employees currently or previously dispatched from the out of work list maintained in the Local Union's Bowmanville office are fully qualified (Ministry of Labour Four Step Training, Working at Heights, WHMIS), with all necessary training being taken by Union Members with no further costs to the contractors or the fund. If requested at time of dispatch, the Union shall provide proof of such qualifications. Should there be any changes to the required Health & Safety training as legislated, prescribed or mutually agreed upon during the life of this agreement, UA Local 401 and MCA Zone 12W upon written request of either party, shall meet within a reasonable time to examine costs related to this article. Employers shall contribute 10 cents per man hour worked to this fund. Contributions and costs for this training are to be tracked separately from other JATC training. All costs associated with

this fund are to be borne by the MCA Zone 12W.

b) For greater clarity, it is agreed and understood that the monies set out above are in addition to the existing Training Fund contributions made pursuant to Schedule G and are to be tracked and accounted for separately.

c) Site specific training is not included in this agreement.

d) The hourly contribution will be reviewed annually by the Union and the Association to determine if the contributions are adequate and/or if the scope of training being funded should be increased or decreased.





**APPENDIX 13  
ZONE 13 OTTAWA – RENFREW – CORNWALL  
LOCAL UNION 71**

**Article 101**

**HIRING**

101.1 The Company agrees to hire only members of Local 71 as long as the Union is able to supply mechanics and apprentices to take care of the needs of the employer, and the Company, when hiring, shall give the Union fair notice of their requirements, which shall be at least three days, where possible. If the Union cannot supply mechanics who are members of the United Association, Local 71, the Union will supply mechanics who are members of the United Association.

**HIRING PROCEDURE AND NO LOANING OF OR THE  
EXCHANGE OF EMPLOYEES**

101.2 The employer agrees to hire from the list of unemployed Union members of Local Union 71 Journeymen and Apprentices. The employer shall have the right to choose from the list of unemployed members for industrial, commercial and institutional projects on a 50/50 basis of selection (i.e., one employer's choice and one local 71 member from the out-of-work list, top of the list down). For Article 43 projects the employer will have the right to the first four (4) name hire. This will not change the hiring schedule of the employer. The employer has the right to name hire foreman, general foreman, and service repair journeyman (for service work only) from the list of Unemployed Local Union 71 members. Any abuse of this hiring procedure shall be in violation of this agreement.

Employer has the right to recall employees laid off and available for work up to a period of fifteen (15) working days from date of lay-off. Also when employee is hired by employer for a period of fifteen (15) working days or less, his name will remain in the same position in the Local Union 71 lay-off book.

101.3 A member or members of Local Union 71 shall not be loaned or borrowed from one employer to another and members of Local Union 71 shall not be exchanged between employers for any purpose.

101.4 Previous to starting to work for or to perform work of the program of any employer or shop, members are to be considered as being unemployed and must report to the Local Union 71 office in order to obtain a referral work slip from the Union. Upon request from the employer, a photocopy of the Referral Work Slip can be faxed or emailed to said employer's head office.

101.5 Under no circumstances, shall any employer transfer employees from one company to another company, without terminating the employees and complying with the hiring procedure in this Collective Agreement.

101.6 In order to be eligible for employment, both apprentice and journeyman members must be and remain in good standing with Local Union 71 and before reporting for work, obtain work referral slips from the Business Manager or Business Agent of Local Union 71. Also, unemployed members of Local Union 71 must report to the Union Office to sign lay-off book.

101.7 Work referral slips must be placed with the Employer (or Representative) before any member is taken into employment. Should any member start work without complying with the above conditions, then the Local Union 71 reserves the right to remove that member from the job or shop.

101.8 When an employee first reports for work with an employer, he shall give to the Employer or his representative the following documents:

- (a) Social Insurance Number;
- (b) Certificate of Apprenticeship or proper qualifications;
- (c) any other certificate as required by the Ministry of Labour

101.9 Local Union 71 will supply only journeymen who hold valid certificates of qualification issued in accordance with the Apprenticeship and Tradesmen's Qualification Act of Ontario.

101.10 Employers will not discriminate against any United Association members in accordance with the Canadian Human Rights Act.



The Steward may be transferred to another project with the consent of the business representative of Local Union 71, if said project is held up due to conditions, material shortage or any other cause that may delay said project. The journeyman steward will return to his original project where he was appointed or elected shop steward, when work resumes.

103.11 The Union will notify the employer or his site representative in writing, the name of the Steward when the appointment becomes effective.

103.12 The Job Steward shall also receive notice of employees indefinitely transferred off the project or on project or shop. Steward will keep a record of employees dismissed, laid off or transferred from one job to another.

#### **Article 104 WORK BREAK**

104.1 The employer agrees to give the employees two (2) fifteen (15) minutes rest periods. One at approximately mid-morning and one at approximately mid-afternoon or at a time mutually agreed upon between the two parties or by a one-time closed ballot vote by the members on the job. A similar rest period will also apply on any shift work or during a period of overtime. The rest period will apply from Monday to Sunday inclusive. Rest periods to be taken at their work stations when conditions permit.

104.2 By mutual agreement between the Union and Employer, where a scheduled ten (10) hour overtime work day is established, the 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 Adequate heated lunch and change room facilities complete with wash basin or sink and table facilities will be provided by the Employer, where conditions permit, as agreed between the Employer and the Business Representative of Local Union 71. These facilities will be kept in a clean condition by both employees and employer.

105.2 Parking areas will be made available where bus service is not available. Parking will be paid for, for service work, or for one day on any project if the employee is transferred to that project during his normal working hours.

105.3 An adequate supply of pure drinking water which is tested at source and deemed potable or an adequate supply of bottled water shall be kept readily accessible on site.

105.4 Washing facilities with adequate clean water, soap and individual towels shall be provided for workers who use and handle corrosive, poisonous or other substance likely to endanger their safety or health.

105.5 Flush toilets or chemical toilets and paper will be provided by the Employer, where conditions permit. Toilet facilities will be kept clean every day, all in accordance with the Construction Safety Act.

#### **Article 106 TOOLS**

106.1 Each Journeyman and apprentice will supply tools as per the list in Schedule N.

106.2 The employer shall supply all remaining tools and equipment required for proper installation of all work to be performed. For Plumbers, Fitters and Apprentices working with Welders the employer shall supply leather gloves.

106.3 The employees must accept responsibility for the tools supplied by the Employer and must report the breakage or loss of such tools immediately on duplicate forms to be supplied by the Employer. Employees willfully misusing or failing to report loss of tools shall be subject to cost of replacement.

106.4 The Employer agrees to provide adequate protection and storage for all tools issued and accept responsibility for normal wear and tear on return of broken or worn tools. Tools shall be kept in good condition at all times.



106.5 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 employer, with a suitable tool box with hasp and lock.

## **Article 108**

## **HOURS OF WORK**

### 108.1

#### (a) Construction

The regular hours of work shall be thirty-six (36) hours a week, four (4) eight (8) hour days- Monday to Thursday; four hours on Friday.

When mutually agreed upon the hours may be scheduled between 7 a.m. to 5 p.m., Monday to Thursday inclusive; 7 a.m. to 12 noon on Friday. For Commercial and Institutional only; should special circumstances require the further varying of the starting and finishing time, such shall be provided by mutual written agreement of the union and the employer.

All overtime hours above the normal work day, shall be paid at double-time rate, subject to the exceptions outlined in Article 109.1.

When mutually agreed upon, the hours of work may be scheduled from Monday to Thursday, nine (9) hours per day - a four day week, AND/OR Tuesday to Friday, nine (9) hours per day, a four (4) day week. The regular hours of work shall be scheduled from 7 a.m. to 5 p.m.

#### (b) Service Work in the I.C.I. Sector:

Refer to Article 117.

108.2 The regular hours of work shall be thirty-six (36) hours a week, Monday to Thursday: Four (4) hours on Friday. When mutually agreed upon, the hours may be scheduled from 7:00 a.m. to 5:00 p.m., Monday to Thursday inclusive; 7:00 a.m. to 12:00 noon on Friday. All overtime hours above the normal work day, shall be paid at double time rate; except as noted in Article 109.1. If inclement weather or other job conditions prevent a regular day's work, and when mutually agreed between employer and employees, then such lost time can be made up to the maximum of 36 hours per week by working the lost time hours at regular rate of pay after normal working hours, when this is possible.

108.3 Standby pay will guarantee a minimum income of two hours pay (straight time) on Saturdays, Sundays or statutory holidays for any employee required to standby on such a day.

Standby pay is payable on Saturdays, Sundays and statutory holidays only in cases where an employee on standby is not called out.

108.4 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 overtime hours above the normal workday shall be paid at double time rate. However, the first four hours above the normal workday shall be time and a half for a maximum of four hours weekly. For Commercial and Institutional, the first eight overtime hours worked from Monday to Friday shall be paid at the rate of time and a half for a maximum of eight hours weekly, except for hospital work, which shall be paid at the rate of time and a half for the first four hours above the normal workday for a maximum of four hours weekly. Saturday, Sunday and Statutory Holidays shall be paid at rate of double time.

109.2.1 Employees that are required to work overtime of over two (2) hours above the normal working hours on new construction, will receive \$21.00 or a suitable hot meal and sufficient time off without pay to eat a meal.

109.2.2 Should the overtime period of work following 109.2.1 exceed 4 hours the employee will receive \$21.00 or a suitable hot meal and sufficient time off without pay to eat a meal.

109.2.3 The compensation outlined in 109.2.1 and 109.2.2 shall also apply to any employee who works more than ten (10) consecutive hours per working day on Saturdays, Sundays or Statutory holidays.

109.3 Should it become necessary to work overtime on any portion of the job, the crew performing the job, including the Foreman, shall have preference in working overtime.

#### **Article 110 SHIFT WORK**

110.1 If shift work should become necessary one (1) full shift must be worked in each twenty-four (24) hour period. Refer to Standard Article 32 regarding special condition hours of work.

110.2 Shift work must be worked for at least four (4) consecutive work days. These may be based on consecutive regular work days, weekends or holidays, providing the applicable weekend and/or holiday premiums are paid.

110.3 The second or third shift shall receive pay for hours worked plus a premium of (15) percent of base rate.

110.4 When work cannot be done during regular work hours, such work will be considered Shift Work. On Commercial and Institutional, for all Fit-ups and Retrofits when work cannot be done during regular work hours, such work will be considered "Modified Shift Work" and requires outside regular working hours shall be paid at regular base rate +15% - not to exceed normal regular hours per day with the following exceptions: new construction.

110.5 All hours in excess of the regular shift hours shall be paid at base rate, plus (15) fifteen percent times (2) - for example - \$20.00 + \$3.00 = \$23.00 x 2 = \$46.00 plus all applicable benefits.

110.6 The Contractor shall notify the Business Manager that shift work has become necessary.

#### **Article 111 FOREMAN AND GENERAL FOREMAN**

111.1 Foreman in charge shall mean: a qualified journeyman who is elevated by his employer to lay out work and who shall instruct other members in his respective trade.

111.2 General Foremen and Foremen shall be members of Local 71.

111.3 Position for Superintendent or Area Superintendent shall be offered to members of Local 71 first if such members are qualified for position.

111.4 For Industrial Projects or Industrial Work: One General Foreman will be responsible for a maximum of three Foremen in their respective trade and will be appointed after three Foreman have been appointed on any one project.

111.5 On all work coming under the terms of this Agreement, where General Foremen and Foremen are employed, it is proper that orders be given in the following sequence:

General Foreman to Foreman,  
Foreman to Journeyman.

#### **Article 112 APPRENTICESHIP**

112.1.A The Union and Management agree that for all purposes of this Agreement, an "apprentice" is a person serving apprenticeship in accordance with the provincial regulations. He shall be a member of Local Union 71; and he shall be paid according to the Act (40, 50, 60, 70 and 80 per cent of the journeyman's rate in successive training periods). Once his prescribed apprenticeship term has been completed and his provincial certificate has been obtained, he is a journeyman in the eyes of both the Union and the Employers.

112.2 It is required as a condition of employment, that each apprentice attend classes as arranged by the Ontario Department of Apprenticeship. Also all apprentices as a condition of employment shall be required to attend at least two courses per year under the direction of the Local Union 71 Joint Apprenticeship Committee.

112.3 One apprentice may be employed in any shop where one journeyman is regularly employed; the ratio of apprentices to journeymen shall be in accordance with the regulations as laid down in the Apprenticeship Act. This applies to both Branches of the Trades. The Standard of Education required to qualify candidates for apprenticeship must be a Grade XII Certificate or its equivalent.

112.4 A journeyman shall not work with or give direction to more than one apprentice.

112.5 The apprentice must carry out, under the immediate supervision of a skilled workman, the tasks to which he is assigned.

112.6 The ratio of apprentices will apply to a job or project when lay-offs take place, apprentices shall be laid off and the same ratio be maintained as when apprentices are being employed.

112.7 The Apprenticeship Co-Ordinator will periodically check the apprentices on the jobs or shops to determine whether or not they are being trained in the proper manner.

112.8 When an employer graduates an apprentice to a journeyman level, and his achieved license is verified, Local 71 will grant the employer for a period of one (1) year the right to hire a 1<sup>st</sup> or 2<sup>nd</sup> year apprentice to replace that graduating 5<sup>th</sup> year apprentice. If the employer's apprenticeship ratio permits, the 1<sup>st</sup> or 2<sup>nd</sup> year apprentice will be chosen on a 50/50 basis from Local 71's unemployment list.

## **Article 114**

### **GENERAL**

114.1 Every project employing twenty-five (25) or more employees from the piping industry, must have a foreman with a certificate of competence for the safe rigging and hoisting signals as sponsored by the C.S.A.. If the U.A. foreman with such certificate is not available in the shop or on the project, the Union shall supply a man with such a certificate and he shall be paid foreman's rate of pay. The foreman may correlate the work schedule for the employees designated to rig piping materials, and handle equipment in addition to his regular duties. Such a foreman shall be responsible to size the loads and arrange for the proper equipment and the number of employees necessary to perform any specific rigging job in a safe manner in accordance with the Workers Compensation Board Regulations.

### **114.2 CARRYING LOADS**

Unless a signaler is present, it is forbidden to carry any load with the aid of machinery, above any place where an employee is standing.

### **114.3 EMPLOYEE VICTIM OF ACCIDENT**

Any employee who has been the victim of an accident at work and is unable to continue his work shall receive his usual pay for that day. If the serious nature of his condition requires him to go to hospital, he must be accompanied by another person. If transportation expenses are incurred in going to the hospital, they shall be paid by the employer if the Workers Compensation Commission does not cover the said expense.

### **114.4 REHABILITATION**

After an accident at work, upon producing a medical certificate, the employer agrees to reinstate the employee in his job, providing work is available.

114.5 All pipe cutting machines and welding equipment on the job to be operated by apprentices or journeymen of Local 71 and/or U.A. All pipe cutting machines on jobs or in shop will be installed and operated with a foot pedal switch.

114.6 United Association members will not be permitted to furnish, lease, loan or lend their vehicles for any reason to carry materials or tools for work unless said vehicle is supplied by the employer. Also, no member of said Local Union will loan, or lease, lend or supply tools of any description for job or work in a shop unless furnished by the employer.

**Article 116****SPECIAL LEAVE**

116.1 At the request of the Union, the Employer must grant leave of absence without pay, to the employee designated by the Union to attend a Congress, committee meeting, trustee meeting, etc. No employee shall be dismissed or punished by means of discriminatory or disciplinary measures because of his absence from work, because of the reasons stated above. This clause cannot be construed as pertaining to a study session or any other such similar disruption.

**Article 117****ICI SERVICE WORK**

117.1 In this article, "service work" consists of work performed in order to keep plumbing systems within an occupied or ready to be occupied facility operating in an efficient manner, and includes service, repairs, replacement and maintenance of plumbing systems which might be required for the upkeep of plumbing systems within buildings.

117.2 The terms and conditions for service work in the ICI sector are set out in the new Ottawa, Cornwall and Renfrew Area Service Agreement in effect for zone 13.

**Article 118****PAYMENT OF WAGES**

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, this is to be provided by hand, mail, fax or electronic.

**SCHEDULES  
WAGES****A**

1. The minimum wage rate for journeymen shall be:
  - \$40.61 per hour, effective May 1, 2019
  - \$41.40 per hour, effective May 1, 2020
  - \$42.34 per hour; effective May 1, 2021
2. Employers may withhold, where necessary, a reasonable amount of wages due, not to exceed five working days, to enable them to prepare the payroll.
3. The Foreman's rate of pay to be 15 percent over the Journeyman's rate of pay. The General Foreman's rate of pay to be 20 percent over the regular Journeyman's rate of pay.
4. Refer to Standard Article 35 for additional information regarding Apprentice Wages and Benefits.

**B****VACATION PAY**

1. Pay for vacation and statutory holidays shall be eleven (11) percent of gross wages. See Article 6.4 page 6 for payment method.

**C****HEALTH AND WELFARE TRUST FUND**

1. Shall be: \$3.36 per hour; \$3.41 effective May 1, 2020; \$3.46 effective May 1, 2021.

Each employer will contribute to the Local Union 71 Health and Welfare Trust Fund the sum above per hour on all regular and overtime hours by each employee covered by the Collective Agreement and will remit said sum to the local 71 or it's Administrator as established under a Declaration of Trust entered on December 10, 1965. Contributions to be made monthly by cheque as per Schedule K.

2. All amounts paid by the Employer to the Health and Welfare Trust Fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amounts from the employees' wages.
3. Refer to Standard Article 30 for additional contribution related to continuation of benefits.

**D****PENSION TRUST FUND**

1. \$8.35 per hour; effective May 1, 2020, \$8.60 per hour; effective May 1, 2021, \$8.86 per hour.

Again commencing on a date to be established by the Trustees appointed by the Union as hereinafter provided, and in addition to the wages, vacation pay and other benefits, set out in this Collective Agreement, each employer will contribute to the Local Union Pension Trust Fund the sum above for all regular and overtime hours worked by each employee covered by the Collective Agreement to a Trust Fund to be known as "Local Union 71 Pension Trust Fund" which Trust Fund has been established by a Trust Agreement.

2. Without limiting the terms of the said Trust Agreement, the purpose and intent of such Agreement shall be to purchase Pension and Supplementary Benefits and such other benefits as the said Trustees shall deem advisable. Provided, however, that all such benefits shall be for the exclusive advantage and benefit of the employees covered by this Collective Agreement.

3. The "Committee of Trustees" to administer the said Local Union 71 Pension Trust Fund shall consist of not less than four Trustees all of whom shall be members in good standing of the Union.

4. The Trust Agreement above referred to shall establish, among other things, the rules of eligibility for the employees covered by this Collective Agreement and shall further set out and define the duties and responsibilities of the Trustees.

5. Payments to the said Local Union 71 Pension Trust Fund shall be made by the employers prior to the 15th day of the month immediately following the month in which the said wages were earned and at no time shall the payments be made to any individual employee.

Payments to the Local Union 71 Pension Trust Fund shall be accompanied by a completed monthly report on a form to be supplied by the said Trustees to administer the said Trust Fund of the pension plan of Local 71 or its Administrator of the said Trust Fund.

6. All amounts paid by the Employer to the Pension Trust Fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amounts from the employee's wages.

## **E TRAINING FUND**

1. MCA Training Fund Shall be: 20 cents per hour.

UA Training Fund: Shall be 45 cents per hour; 55 cents per hour effective May 1, 2020; 65 cents per hour effective May 1, 2021.

Refer to Standard Article 23 for additional Training Fund.

Each employer will contribute to the Local 71 Apprenticeship and Journeyman Training Fund the sum above for each hour worked by each employee, and will remit said amount to the Joint Trustees or their Administrator as established under a Declaration of Trust entered into on June 5, 1971.

## **G INDUSTRY FUND**

Shall be 39 cents per hour.

1. Each employer bound by this agreement will contribute the amount above for every hour worked by each employee covered by this agreement. This contribution will be paid by the 15th of each month following that in which the hours were worked. Payment shall be mailed to the administrator of the Welfare Plan (see schedule K).

## **H UNION DUES PROMOTION TRUST FUND DEDUCTION CLAUSE**

Shall be: \$1.12 cents per hour; \$1.14 effective May 1, 2020; \$1.16 effective May 1, 2021.

1. In addition to the wages, travel allowances, welfare and training funds, and all other benefits herein set out, each employer will pay to each employee covered by this Collective Agreement an additional \$1.12; \$1.14; and \$1.16 wages respectively; for each regular and overtime hour, or part thereof, worked by each such employee and each employer further agrees to deduct the said sums on their effective dates for each regular and overtime hour, or part thereof, and agrees to remit said amount to the Administrator.

2. Without limiting the generality of the term "promotion" and without limiting the terms of the said Trust Agreement, the purpose and intent of this trust shall be to make any and all expenditures necessary to promote Local Union 71, the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, the Plumbing industry, and any other matters deemed proper by the trustees in charge of the said Fund.

## **I & J TRAVEL & BOARD ALLOWANCE**

### **FREE ZONE BOUNDARIES**

#### **1. Industrial**

The free Zone boundary for Industrial Projects shall be 25 km from one of the following addresses using the shortest distance found on Google maps:

1. 485 Preston Street, Ottawa (Carling and Preston)
2. 17305 Cornwall Centre Road, Cornwall
3. 1 Pembroke St. East, Pembroke (City Hall)

#### **Travel for Industrial**

Travel outside the above free zone boundary shall be paid to workers and will be calculated as follows:

- Calculate the distance from the following two points:
  - 485 Preston Street, Ottawa (Carling and Preston)
  - 17305 Cornwall Centre Road, Cornwall
- Select the shortest distance using Google maps from these addresses listed above, to a distance of 81 km
- Subtract 25 km for the free zone, and
- Multiply that number by 65 cents per km
- Mileage is paid to and from the job site
- All projects above the 81 km from these addresses shall be paid Room and Board at a rate of \$114.50 per day in lieu of travel.

Members working over 105 km from the shortest distance using Google Maps from the following 2 addresses:

- 485 Preston Street, Ottawa (Carling and Preston)
- 17305 Cornwall Centre Road, Cornwall

Will be paid their travel at the rate of \$.65 per km less the free zone (as per above) on the initial travel to the site, to and from each 60 calendar days and the final trip back.

#### **2. Institutional & Commercial**

a) The entire geographical and jurisdictional area covered by MCA Ontario zone 13 shall be a free zone, except as listed in 2b.  
b) Hospital work: The free Zone boundary for hospital projects shall be 25 km from one of the following addresses using the shortest distance found on Google maps shall be paid travel at the rate of \$.65 per km to a maximum of \$30.00 per day. Distances shall be calculated to and from the following three points:

1. 485 Preston Street, Ottawa (Carling and Preston)
2. 17305 Cornwall Centre Road, Cornwall
3. 1 Pembroke St. East, Pembroke (City Hall)

### **PARKING**

3. Members working in the City of Ottawa defined by the amalgamation of January 1, 2001, and Almonte, Arnprior, Carleton Place, Pembroke, Smiths Falls, Kemptville, Casselman, Embrun, Limoges and Perth shall be paid actual parking receipt cost to a maximum per working day of \$18.00 effective May 1, 2016 to April 30, 2019. When receipts are handed in by Thursday the employee will be reimbursed on the following Thursday. Parking will not be paid to the employee when the employer arranges parking free of charge to the employees.

## **K PAYMENTS OF EMPLOYER CONTRIBUTIONS**

1. Payments to be made by each of the Contractors towards the Health and Welfare Trust Fund, the Pension Trust Fund, the Training Fund, the Industry Fund, the Union Dues Promotion Trust Fund, the Union Dues Check-off, and

Article 20, shall be made monthly and forwarded by cheque prior to the 15th 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.

2. The Administrator shall forthwith forward to the Zone Association the sum comprising the contributions to the 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. The failure to pay each month shall constitute a separate offence, and shall subject the Contractor to the 10% payment. Thereafter interest shall run at the rate of 2% per month (24% per year compounded monthly) on any unpaid arrears, including liquidated damages.

**L UNION DUES CHECK OFF**

1. The employers agree to deduct monthly Union dues for each employee in the amount of \$31.00 per month for each journeyman and apprentice, and \$31.00 per month for each employee on Travel Card; and to remit same to Local Union 71 office on or before the 15th day of each month immediately following the deductions. The remittance of the said dues shall be accompanied by completed forms as provided by the Union. Social Security Number will be listed on form by the employer.

2. Union dues may be adjusted on 30 days written notice to the employers.

3. The Union is responsible for the distribution of Union Dues Receipts.

**M STABILIZATION FUND**

MCA Ottawa and UA Local 71 have agreed to establish a Fund to provide subsidies to Contractors bound by this Agreement in the geographic area of Zone 13 under certain conditions.

UA Local 71 will administer this Fund.

Any Contractor desiring to apply for a subsidy from this Fund may obtain the details of the procedures to be followed from MCA Ottawa or UA Local 71.

**N TOOLS LIST**

One of each of the following:

**INDUSTRIAL**

- One 9” Torpedo Level
- One pair 8” combination pliers
- One 10” Tape

**COMMERCIAL & INSTITUTIONAL**

- |                             |  |
|-----------------------------|--|
| K37 Torch Kit               | 18” Magnetic Aluminum Level                  |
| 25 Foot Tape Measure        | 32oz Ball Pein Hammer                        |
| 9”80 Magnetic Torpedo Level | Nut Driver 5/16” inch Amber                  |
| 18” Double-Sided Tool Bag   | Screwdriver Regular Pic Quick (Multi Driver) |
| 6” Adjustable Wrench        | 10” Angle Nose Plier                         |
| 10” Adjustable Wrench       | 6” Screwdriver                               |
| 15 Tube Cutter W/HD Wheel   | Heavy Duty Box Cutter #H2                    |
| 101 Mini Tubing Cutter      | Basin Wrench #1017                           |
| Hacksaw Frame               |  |







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 journeyman and/or 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 work day 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 or 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 A**

**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 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 29th day of November 1982.

FOR:  
MECHANICAL CONTRACTORS ASSOCIATION  
ONTARIO

[Signature]

FOR:  
ONTARIO PIPE TRADES  
COUNCIL

[Signature]

**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 MCAO:

[Signature]  
[Signature]

On behalf of OPTC:

[Signature]  
[Signature]

**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 MCAO:

*[Signature]*  
Andrew P. L. [Signature]

On behalf of OPTC:

*[Signature]*  
*[Signature]*

**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 MCAO:

*[Signature]*  
*[Signature]*

On behalf of OPTC:

*[Signature]*  
*[Signature]*

**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 destabilised our Industry. The parties recognise 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 13<sup>th</sup> Day of May 2001


Signed on behalf of the Mechanical Contractors Association of Ontario	Signed on behalf of the Ontario Pipe Trades Council
<i>Richard Hesse</i>	<i>Larry Camp</i>
<i>[Signature]</i>	<i>Edith Neill</i>
<i>[Signature]</i>	<i>R Woodman</i>
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>

**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 projects (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.

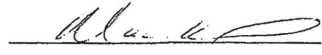
April 5, 2007

On behalf of MCAO:

  
on behalf of R.H.  
& D.B.

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On behalf of OPTC:


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**LETTER OF UNDERSTANDING  
RE: ARTICLE 36A.3.1**

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

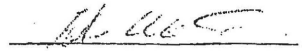
March 28, 2007

On behalf of MCAO:

  
on behalf of R.H.  
& D.B.

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On behalf of OPTC:

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**Appendix B**  
**ADDRESSES OF AFFILIATED BARGAINING AGENCIES**

Mechanical Contractors Association Ontario 10 Director Court, Ste. 103 Woodbridge, Ontario L4L 7E8	905-856-0342	Ontario Pipe Trades Council 400 Dundas Street East, Ste. 206 Whitby, Ontario L1N 0K1	905-665-3500
Zone 1 - Mechanical Contractors Association Thunder Bay 857 North May Street Thunder Bay, Ontario P7C 3S2	807-622-9121	Local Union 628 Thunder Bay 969 Alloy Drive Thunder Bay, Ontario P7B 5Z8	807-623-1041
Zone 2 - Mechanical Contractors Association Sault Ste. Marie 117 White Oak Dr. E. Sault Ste. Marie, Ontario P6B 4J7	705-759-8830	Local Union 800 (S.S. Marie) 165 Northern Ave. East Sault Ste. Marie, Ontario P6B 4H8	705-759-4799
Zone 3 - Mechanical Contractors Association Sudbury 257 Beatty Street Sudbury, Ontario P3C 4G1	705-673-5619	Local Union 800 (Sudbury) 1640 Bancroft Drive Sudbury, Ontario P3B 1R8	705-560-3800
Zone 4 - Mechanical Contractors Association Windsor 2880 Temple Drive, Ste. 202 Windsor, Ontario N8W 5J5	519-974-3411	Local Union 527 (Windsor) 3429 Etienne Blvd. Windsor, Ontario N8W 5B1	519-946-9995
Zone 5 - Mechanical Contractors Association Sarnia P.O. Box 545, 954 Upper Canada Dr. Sarnia, Ontario N7T 7J4	519-344-7441	Local Union 663 Sarnia 1151 Confederation Street Sarnia, Ontario N7S 3Y5	519-337-6569
Zone 6 - Mechanical Contractors Association London P.O. Box 51056 Stonybrook R.O. London, Ontario N5X 4P9	519-672-8454	Local Union 527 (London) 331 Sovereign Rd. London, Ontario N6M 1A6	519-455-5630
Zone 7 - Mechanical Contractors Association Kitchener-Waterloo 180 Northfield Drive West, Unit 4 Waterloo, Ontario N2L 0C7	519-885-0431	Local Union 527 (Kitchener) 225 Frobisher Drive Waterloo, Ontario N2V 2G4	519-746-3300
Zone 8 - Mechanical Contractors Association Hamilton Niagara 370 York Blvd., Ste. 105 Hamilton, Ontario L8R 3L1	L8W 3V9 905-522-1965	Local Union 67 195 Dartnall Rd., Ste. 104 Hamilton, Ontario L8W 3V9	905-385-0043
Zone 9 - Mechanical Contractors Association Hamilton Niagara 370 York Blvd., Ste. 105 Hamilton, Ontario L8R 3L1	905-522-1965	Local Union 67 195 Dartnall Rd., Ste. 104 Hamilton, Ontario L8W 3V9	905-385-0043

Zone 10 - Mechanical Contractors  
Association Barrie  
c/o Western Mechanical  
160 Brock Street  
Barrie, Ontario  
L4N 2M4 705-737-4135

Local Union 46 (Barrie)  
295 Edgehill Dr., Box 613  
Barrie, Ontario  
L4M 4V1 705-722-3006

Zone 11 - Mechanical Contractors  
Association Toronto  
595 Cityview Blvd., Unit 7  
Vaughan, Ontario  
L4H 3M7 416-491-9004

Local Union 46 (Toronto)  
936 Warden Avenue  
Scarborough, Ontario  
M1L 4C9 416-759-6791

Zone 12 - Mechanical Contractors  
Association Kingston  
2 - 1575 John Counter Blvd  
Kingston, Ontario  
K7M 3L5 613-541-0633

Local Union 401 (Kingston)  
25 Terry Fox Drive  
Kingston, Ontario  
K7M 7K5 613-547-1153

Zone 12 West - Mechanical Contractors  
Association Zone 12 West (O/P/B)  
(Oshawa/Peterborough/Belleville)  
P.O. Box 1326, 407 Pido Road  
Peterborough, Ontario  
K9J 7H5 705-745-5751

Local Union 401  
(Oshawa/Peterborough/Belleville)  
26 Caristrap Street, Unit 3  
Bowmanville, Ontario  
L1C 3Y7 905-623-1666

Zone 13 - Mechanical Contractors  
Association Ottawa  
401-2039 Robertson Road  
Ottawa, Ontario  
K2H 8R2 613-237-1491

UA Local Union 71 -  
Ottawa, Renfrew, Cornwall  
1250 Ages Drive  
Ottawa, Ontario  
K1G 5T4 613-728-5583

**APPENDIX C  
ADDRESSES FOR LOCAL CONTRIBUTORS**

Zone	Benefits	Industry Fund	Union Fund
Zone 1 - Thunder Bay	Trustees of Local Union 628 969 Alloy Drive Thunder Bay, ON P7B 5Z8	SAME	SAME
Zone 2- Sault Ste Marie	Trustees of Local Union 800 (S.S. Marie) c/o Union Benefit Plan Services 151 Frobisher Dr. #E220 Waterloo, ON N2V 2C9	Mechanical Contractors Sault Ste. Marie, 117 White Oak Dr. E Sault Ste. Marie, ON P6B 4J7	U.A. Local 800 (S.S. Marie) 165 Northern Ave. East Sault Ste. Marie, ON P6B 4H8
Zone 3 Sudbury	Secretary-Treasurer UA Local 800 1640 Bancroft Drive Sudbury, ON P3B 1R8	SAME	SAME
Zone 4 - Windsor	Trustees of UA Local 527 c/o. Union Benefit Plan Services 151 Frobisher Dr. #E220 Waterloo, ON N2V 2C9	Mechanical Contractors Association of Windsor 2880 Temple Dr., Ste. #202 Windsor, ON N8W 5J5	U.A. Local 527 (Windsor) 3429 Etienne Blvd. Windsor, ON N8W 5B1
Zone 5 - Sarnia	U.A. Local 663 1151 Confederation St. Sarnia, ON N7S 3Y5	Mechanical Contractors Association Sarnia P.O. Box 545 954 Upper Canada Dr. Sarnia, ON N7T 7J4	U.A. Local 663 1151, Confederation St. Sarnia, ON N7S 3Y5
Zone 6 - London	Trustees of UA Local 527 c/o. Union Benefit Plan Services 151 Frobisher Dr. #E220 Waterloo, ON N2V 2C9	Trustees of UA Local 527 c/o Union Benefit Plan Services 151 Frobisher Dr. #E220 Waterloo, ON N2V 2C9	U.A. Local 527 (London) 331 Sovereign Rd. London, ON N6M 1A6
Zone 7 - Kitchener- Waterloo-	Trustees of UA Local 527 c/o Union Benefit Plan Services 151 Frobisher Dr. #E220 Waterloo, ON N2V 2C9	Trustees of UA Local 527 c/o Union Benefit Plan Services 151 Frobisher Dr. #E220 Waterloo, ON N2V 2C9	U.A. Local 527 (Kitchener-Waterloo) 255 Frobisher Drive. Waterloo, ON N2V 2G4
Zone 8 - Niagara	Local 67 Benefits Reliable Admin. Services  195 Dartnall Rd., Ste. 102 Hamilton, ON L8W 3V9	Mechanical Contractors Association Hamilton/ Niagara 370 York Blvd., Ste. 105 Hamilton, ON L8R 3L1	Local 67 Benefit Plans Reliable Admin Services  195 Dartnall Rd., Ste. 102 Hamilton, ON L8W 3V9

Zone 9 - Hamilton	Local 67 Benefits Reliable Admin. Services  195 Dartnall Rd., Ste. 102 Hamilton, ON L8W 3V9	Mechanical Contractors Association Hamilton/ Niagara 370 York Blvd., Ste. 105 Hamilton, ON L8R 3L1	Local 67 Benefit Plans Reliable Admin Services  195 Dartnall Rd., Ste. 102 Hamilton, ON L8W 3V9
Zone 10 - Barrie	Local Union 46 (Barrie) Box 613 295 Edgehill Dr. Barrie, ON L4M 4V1	SAME	SAME
Zone 11 - Toronto	Local Union 46 Employee Benefit Plan Services Ltd. 90 Burnhamthorpe Rd. West Ste. 300 Mississauga, ON L5B 3C3	SAME	SAME
Zone 12 - Kingston	U.A. Local 401 (Kingston) 25 Terry Fox Drive Kingston, ON K7M 8N4	Mechanical Contractors Association Kingston 2-1575 John Counter Blvd. Kingston, ON K7M 3L5	U.A. Local 401 (Kingston) 26 Caristrap St., Unit 3 Bowmanville, ON L1C 3Y7
Zone 12W- Oshawa Peterboro Belleville	U.A. Local 401 (Oshawa/Peterborough/Belleville) Benefits Administration 26 Caristrap St., Unit 3 Bowmanville, ON L1C 3Y7	SAME	SAME
Zone 13 - Ottawa	U.A. Local 71 1250 Ages Drive Ottawa, ON K1G 5T4	Mechanical Contractors Association Ottawa 401-2039 Robertson Rd. Ottawa, ON K2H 8R2	U.A. Local 71 1250 Ages Drive Ottawa, ON K1G 5T4

**APPENDIX D**  
**SUMMARY OF LOCAL WAGE SCHEDULES**



**APPENDIX 1  
ZONE 1 THUNDER BAY - LOCAL UNION 628  
WAGE SCHEDULES**

Effective Dates	May 1/19	May 1/20	May 1/21
Basic Rate	44.04	44.81	45.83
Vacation Pay 10%	4.40	4.48	4.58
Welfare	2.86	3.00	3.16
Pension	8.72	8.87	9.07
Training	0.48	0.62	0.63
Article 23	0.16	0.16	0.16
Article 30	0.03	0.03	0.03
De Novo (Article 34)	0.04	0.04	0.04
National Organizing Fund	0.10	0.10	0.10
O.P.T.P.F. (Article 20)	incl.	incl.	incl.
OCS	incl.	incl.	incl.
Union Field Dues	incl.	incl.	incl.
TOTAL	60.83	62.11	63.60
Zone Association Fund	0.44	0.44	0.44
W.I.P.	0.12	0.12	0.12
MIAC/WTF Funds	0.05	0.05	0.05
TOTAL	61.44	62.72	64.21
After Tax Deductions:			
Union Field Dues	0.45	0.45	0.44
Contingency Fund	1.00	1.03	1.07
O.P.T.P.F.	0.26	0.26	0.26
OCS	0.01	0.01	0.01

Local 628 have included in their Base Rate the "Ontario Pipe Trades Promotion Fund", "Union Field Dues", Contingency Fund and "OCS (Ontario Construction Secretariat) Fund" After tax the full amount of each fund is deducted from Base and remitted in accordance with the local Appendix. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

Foreman 2a Plus 8%; Foreman 2b (conditional, refer to Schedule A 2-b) Plus 10%  
 General Foreman Plus 15%  
 Work Week 40 Hours

**APPENDIX 2**  
**ZONE 2 SAULT STE. MARIE - LOCAL UNION 800 (S.S. MARIE)**  
**WAGE SCHEDULES**

Effective Dates	May 1/19	May 1/20	May 1/21
Basic Rate	42.78	43.74	44.86
Vacation Pay 10%	4.27	4.37	4.48
Welfare	3.30	3.30	3.30
Pension-hours worked	3.58	3.76	3.98
Pension-hours earned	4.99	4.99	4.99
Training-hours worked	incl.	incl.	incl.
National Organizing Fund	0.10	0.10	0.10
Article 23	0.15	0.15	0.15
Article 30	0.03	0.03	0.03
De Novo (Article 34)	0.04	0.04	0.04
Helmet to Hardhats	0.01	0.01	0.01
O.P.T.P.F. (Article 20)	incl.	incl.	incl.
OCS	incl.	incl.	incl.
Contingency Fund	incl.	incl.	incl.
Union Field Dues	incl.	incl.	incl.
Stabilization Fund-hrs worked	incl.	incl.	incl.
TOTAL	59.25	60.49	61.94
Schedule O	0.10	0.10	0.10
Zone Association Fund/OCS	0.44	0.45	0.46
MIAC/WTF Funds	0.05	0.05	0.05
TOTAL	59.84	61.09	62.55
After Tax Deductions:			
Union Field Dues: May 01, 2019	1.5% of employees earnings (Base rate+Vacation pay)		
May 03, 2020	2.0% of employees earnings (Base rate+Vacation pay)		
Contingency Fund: May 01, 2019	1.5% of employees earnings (Base rate+Vacation pay)		
May 03, 2020	1.0% of employees earnings (Base rate+Vacation pay)		
O.P.T.P.F.	0.26	0.26	0.26
OCS	0.01	0.01	0.01
Training Fund-hours worked	0.80	0.80	0.80
Stabilization Fund-hrs worked	0.25	0.25	0.25

Local 800 (S. S. Marie) have included in their employee earnings the "Union Field Dues", "Contingency Fund", "O.P.T.P.F." and "OCS (Ontario Construction Secretariat) Fund". Effective May 1, 2019 the Training Fund \$0.80/hr. worked shall be remitted as an after tax deduction. After tax the full amount of these funds are deducted from employees and remitted in accordance with the Local 800 (S.S. Marie) Appendix. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

Foreman 10% above base. General Foreman 15% above base  
 Work Week 40 Hours



**APPENDIX 3  
ZONE 3 SUDBURY - LOCAL UNION 800 (SUDBURY)  
WAGE SCHEDULES**

Effective Dates	May 1/19	May 1/20	May 1/21
Basic Rate	42.70	43.67	44.70
Vacation Pay 10%	4.27	4.37	4.47
Welfare	3.30	3.30	3.30
Pension	8.47	8.67	8.88
Training	incl.	incl.	incl.
Article 23	0.15	0.15	0.15
Article 30	0.03	0.03	0.03
National Organizing Fund (hrs worked)	0.10	0.10	0.10
De Novo (Article 34)	0.04	0.04	0.04
O.P.T.P.F. (Article 20)	0.26	0.26	0.26
Helmets to Hardhats	0.01	0.01	0.01
Union Field Dues	incl.	incl.	incl.
Stabilization Fund - hours worked	1.00	1.00	1.00
<b>TOTAL</b>	<b>60.33</b>	<b>61.60</b>	<b>62.94</b>
Zone Association Fund	0.54	0.55	0.56
MIAC/WTF Funds	0.05	0.05	0.05
Work Readiness Training (WRT)	0.10	0.10	0.10
<b>TOTAL</b>	<b>61.02</b>	<b>62.30</b>	<b>63.65</b>
<b>After Tax Deductions:</b>			
Union Field Dues	1.5%	2%	2%
Training Fund	0.80	0.80	0.80
Contingency Fund	1.5%	1%	1%
OCS	0.01	0.01	0.01

Local Union 800 (Sudbury) have included in their Employee earnings Base Rate, the Union Field Dues, Contingency Fund, Training and OCS (Ontario Secretariat) Funds. After tax the full amount of each fund is deducted from the Employees' Base Rate and remitted in accordance with the Local 800 (Sudbury) Appendix. The O.P.T.P.F. and Organizing Fund are also taxed. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

Foreman - \$4.40 above Journeyman's rate      Work Week - 40 hours

**APPENDIX 4  
ZONE 4 WINDSOR - LOCAL UNION 527 (WINDSOR)  
WAGE SCHEDULES**

Effective Dates	May 1/19	Aug 19/19	May 1/20	May 1/21
Basic Rate	42.39	42.98	44.06	45.32
Vacation Pay 10%	4.24	4.30	4.41	4.53
Welfare	3.55	2.90	3.00	3.10
Pension	7.40	7.40	7.41	7.41
Training	0.73	0.73	0.73	0.73
S.U.B.	0.25	0.25	0.25	0.25
Article 23	0.15	0.15	0.15	0.15
Article 30	0.03	0.03	0.03	0.03
National Organizing Fund	0.10	0.10	0.10	0.10
De Novo (Article 34)	0.04	0.04	0.04	0.04
MRF	3.00	3.00	3.00	3.00
Helmets to Hardhats	0.01	0.01	0.01	0.01
O.P.T.P.F. (Article 20)	incl.	incl.	incl.	incl.
OCS	incl.	incl.	incl.	incl.
Union Field Dues	incl.	incl.	incl.	incl.
Contingency Fund	incl.	incl.	incl.	incl.
TOTAL	61.89	61.89	63.19	64.67
Zone Association				
Fund/OCS	0.37	0.37	0.37	0.37
MIAC Fund	0.01	0.01	0.01	0.01
WTF Fund	0.04	0.04	0.04	0.04
TOTAL	62.31	62.31	63.61	65.09
After Tax Deductions:				
Union Field Dues	0.61	0.61	0.63	0.65
Contingency Fund	0.35	0.35	0.37	0.39
O.P.T.P.F.	0.26	0.26	0.26	0.26
OCS (Employee)	0.01	0.01	0.01	0.01

Local 527 Southwestern Ontario have included in their Base Rate the "Ontario Pipe Trades Promotion Fund", "Union Field Dues", "OCS (Ontario Construction Secretariat) Fund" and Contingency Fund. After tax the full amount of each fund is deducted from Base Rate and remitted in accordance with the local Appendix. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

Foreman plus 11% Area Foreman plus 16%  
Work Week 36 hours (Industrial)/40 hours (Commercial and Institutional)

**APPENDIX 5  
ZONE 5 SARNIA - LOCAL UNION 663  
WAGE SCHEDULES**

Effective Dates	May 1/19	May 1/20	May 1/21
Basic Rate	46.11	47.30	48.67
Vacation Pay 12%	5.53	5.68	5.84
Welfare	4.00	4.00	4.00
Pension	7.50	7.50	7.50
Training	0.50	0.50	0.50
National Organizing Fund S.U.B.	incl.	incl.	incl.
Article 23	0.00	0.00	0.00
Article 30	0.03	0.03	0.03
De Novo (Article 34)	0.02	0.02	0.02
O.P.T.P.F. (Article 20)	incl.	incl.	incl.
OCS	incl.	incl.	incl.
Union Field Dues	incl.	incl.	incl.
Market Recovery Fund	0.15	0.15	0.15
TOTAL	63.84	65.18	66.71
Zone Association Fund	0.60	0.61	0.62
MIAC/WTF Funds	0.05	0.05	0.05
H&S Training Fund	0.50	0.50	0.50
De Novo (Employer Contribution)	0.02	0.02	0.02
Canadian Training Fund	0.05	0.05	0.05
Helmets to Hardhats	0.01	0.01	0.01
Industry Enhancement Fund	0.10	0.10	0.10
TOTAL	65.17	66.52	68.06
After Tax Deductions:			
Union Field Dues	0.70	0.70	0.70
O.P.T.P.F.	0.26	0.26	0.26
OCS	0.01	0.01	0.01
Contingency Fund	0.05	0.05	0.05
National Organizing Fund	0.10	0.10	0.10

Local 663 have included in their Base Rate the "Ontario Pipe Trades Promotion Fund", "Union Field Dues", "OCS (Ontario Construction Secretariat) Fund", Contingency Fund and National Organizing Fund. After Tax the full amount of each fund is deducted from Base Rate and remitted in accordance with the local Appendix. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001. \* to be reviewed annually.

FOREMAN Area plus 20%, Foreman plus 15%, Working plus 10%; 12%, 8%, 6% respectively if the Foreman has not successfully completed the UA Foreman course.

WORK WEEK                    40 hours

**APPENDIX 6  
ZONE 6 LONDON - LOCAL UNION 527 (LONDON)  
WAGE SCHEDULES**

Effective Dates	May 1/19	May 1/20	May 1/21
Basic Rate	42.79	43.64	44.54
Vacation Pay 10%	4.28	4.36	4.45
Welfare	2.90	3.00	3.10
Pension	6.89	7.14	7.41
Training	0.73	0.73	0.73
S.U.B.	0.25	0.25	0.25
Article 23	0.15	0.15	0.15
Article 30	0.03	0.03	0.03
National Organizing Fund	0.10	0.10	0.10
De Novo (Article 34)	0.04	0.04	0.04
MRF	3.00	3.00	3.00
Helmets to Hardhats	0.01	0.01	0.01
O.P.T.P.F. (Article 20)	incl.	incl.	incl.
Union Field Dues	incl.	incl.	incl.
Contingency Fund	incl.	incl.	incl.
OCS	incl.	incl.	incl.
TOTAL	61.17	62.45	63.81
Zone Association			
Fund/OCS	0.39	0.39	0.39
MIAC/WTF Funds	0.05	0.05	0.05
TOTAL	61.61	62.89	64.25
After Tax Deductions:			
Union Field Dues	0.61	0.63	0.65
O.P.T.P.F.	0.26	0.26	0.26
Contingency Fund	0.35	0.37	0.39
OCS (Employee)	0.01	0.01	0.01

Local 527 Southwestern Ontario have included in their Base Rate the "Ontario Pipe Trades Promotion Fund", "Union Field Dues", "Contingency Fund", and "OCS (Ontario Construction Secretariat) Fund". After Tax the full amount of each fund is deducted from Base Rate and remitted in accordance with the local Appendix. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

FOREMAN - see Article 111.7

WORK WEEK - 40 hours

**APPENDIX 7  
ZONE 7 KITCHENER - LOCAL UNION 527 (KITCHENER)  
WAGE SCHEDULES**

Effective Dates	May 1/19	May 1/20	May 1/21
Basic Rate	43.53	44.27	45.14
Vacation Pay 10%	4.35	4.43	4.51
Welfare	3.55	3.80	4.03
Pension	6.89	7.13	7.41
Training	0.73	0.73	0.73
S.U.B.	0.25	0.25	0.25
Article 23	0.15	0.15	0.15
Article 30	0.03	0.03	0.03
National Organizing Fund	0.10	0.10	0.10
De Novo (Article 34)	0.04	0.04	0.04
Stabilization	3.00	3.00	3.00
Helmets to Hardhats	0.01	0.01	0.01
O.P.T.P.F. (Article 20)	incl.	incl.	incl.
Union Field Dues	incl.	incl.	incl.
Contingency Fund	incl.	incl.	incl.
OCS	incl.	incl.	incl.
WAP Scholarship Fund	incl.	incl.	incl.
TOTAL	62.63	63.94	65.40
Zone Association Fund	0.42	0.42	0.42
MIAC/WTF Funds	0.05	0.05	0.05
TOTAL	63.10	64.41	65.87
After Tax Deductions:			
Union Field Dues	0.61	0.63	0.65
O.P.T.P.F.	0.27	0.27	0.27
Contingency Fund	0.35	0.37	0.39
OCS (Employee)	0.01	0.01	0.01

Local 527 Southwestern Ontario have included in their Base Rate the "Union Field Dues", "Ontario Pipe Trades Promotion Fund", "Contingency Fund", " and "OCS (Ontario Construction Secretariat) Fund". After tax the full amount of these funds are deducted from Base Rate and remitted in accordance with the local Appendix. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

FOREMAN                      See Article 111.7  
 WORK WEEK                 36 hours (Industrial)/40 hours (Commercial and Institutional)

**APPENDIX 8  
ZONE 8 NIAGARA - LOCAL UNION 67 (NIAGARA)  
WAGE SCHEDULES**

Effective Dates	May 1/19	May 1/20	May 1/21
Basic Rate	42.01	42.92	44.03
Vacation Pay 10%	4.20	4.29	4.40
Welfare	2.52	2.52	2.52
Pension	7.49	7.49	7.49
Training	0.60	0.60	0.60
W.R.T. Fund	0.15	0.15	0.15
S.U.B.	0.20	0.20	0.20
Article 23	0.15	0.15	0.15
Article 30*	0.05	0.05	0.05
National Organizing Fund	0.10	0.10	0.10
De Novo (Article 34)	0.04	0.04	0.04
O.P.T.P.F. (Article 20)	0.26	0.26	0.26
OCS	0.01	0.01	0.01
Union Field Dues	0.77	0.79	0.81
ODR Fund	0.02	0.02	0.02
Benevolent Fund	0.10	0.10	0.10
Market Recovery Fund	1.78	2.03	2.28
Senior Social Fund	0.04	0.04	0.04
Contingency Fund	0.46	0.47	0.48
Building Fund	0.15	0.15	0.15
TOTAL	61.10	62.38	63.88
Zone Association Fund	0.39	0.42	0.45
MIAC/WTF Funds	0.05	0.05	0.05
TOTAL	61.54	62.85	64.38
After Tax Deductions:			
Union Field Dues	0.77	0.79	0.81
O.P.T.P.F.	0.26	0.26	0.26
OCS	0.01	0.01	0.01

Local 67 (Niagara) do not have included in their Base Rate the "Union Field Dues"/ "OPTPF" or OCS (Ontario Construction Secretariat) Fund". After Tax, the full amount of the fund is deducted from Base Rate and remitted in accordance with the local Appendix. \*includes 0.05 additional deduction re: continuation of benefits coverage. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

FOREMAN Plus 12%  
WORK WEEK 36 hours

Please refer to MCAHN or UA Local 67 for most current version of Wage Schedule.

**APPENDIX 9  
ZONE 9 HAMILTON - LOCAL UNION 67 (HAMILTON)  
WAGE SCHEDULES**

Effective Dates	May 1/19	May 1/20	May 1/21
Basic Rate	42.74	43.66	44.79
Vacation Pay 10%	4.27	4.37	4.48
Welfare	2.52	2.52	2.52
Pension	7.50	7.50	7.50
Training	0.60	0.60	0.60
W.R.T. Fund	0.15	0.15	0.15
S.U.B.	0.20	0.20	0.20
Article 23	0.15	0.15	0.15
Article 30*	0.05	0.05	0.05
National Organizing Fund	0.10	0.10	0.10
De Novo (Article 34)	0.04	0.04	0.04
O.P.T.P.F. (Article 20)	0.26	0.26	0.26
OCS	0.01	0.01	0.01
Union Field Dues	0.78	0.80	0.82
ODR Fund	0.02	0.02	0.02
Benevolent Fund	0.10	0.10	0.10
Market Recovery Fund	1.78	2.03	2.28
Senior Social Fund	0.04	0.04	0.04
Contingency Fund	0.47	0.48	0.49
Building Fund	0.15	0.15	0.15
TOTAL	61.93	63.23	64.75
Zone Association Fund	0.46	0.46	0.46
MIAC/WTF Funds	0.05	0.05	0.05
TOTAL	62.44	63.74	65.26
After Tax Deductions:			
Union Field Dues	0.78	0.80	0.82
O.P.T.P.F.	0.26	0.26	0.26
OCS	0.01	0.01	0.01

Local 67 (Hamilton) do not have "Union Field Dues", "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. \* includes .05 additional deduction re: continuation of benefits coverage. The MIAC/WTF Funds are GST/HST taxable; GST/HST. Registration number for these funds is: 124252065RT0001.

FOREMAN - Plus 12%

WORK WEEK - 36 hours

Note: When calculating Foremen and Apprentice rates, gross Basic Rate (i.e. Basic Rate before "Market Recovery Fund" deduction) is to be used.

Please refer to MCAHN or UA Local 67 for most current version of Wage Schedule

**.APPENDIX 9A  
ZONE 9A BRANTFORD - LOCAL UNION 67 (BRANTFORD)  
WAGE SCHEDULES**

Effective Dates	May 1/19	May 1/20	May 1/21
Basic Rate	41.22	42.11	43.20
Vacation Pay 10%	4.12	4.21	4.32
Welfare	2.52	2.52	2.52
Pension	7.49	7.49	7.49
Training	0.60	0.60	0.60
W.R.T. Fund	0.15	0.15	0.15
S.U.B.	0.20	0.20	0.20
Article 23	0.15	0.15	0.15
Article 30*	0.05	0.05	0.05
National Organizing Fund	0.10	0.10	0.10
De Novo (Article 34)	0.04	0.04	0.04
O.P.T.P.F. (Article 20)	0.26	0.26	0.26
OCS	0.01	0.01	0.01
Union Field Dues	0.76	0.78	0.80
ODR Fund	0.02	0.02	0.02
Benevolent Fund	0.10	0.10	0.10
Market Recovery Fund	1.78	2.03	2.28
Senior Social Fund	0.04	0.04	0.04
Contingency Fund	0.46	0.47	0.48
Building Fund	0.15	0.15	0.15
TOTAL	60.22	61.48	62.96
Zone Association Fund	0.46	0.46	0.46
MIAC/WTF Funds	0.05	0.05	0.05
TOTAL	60.73	61.99	63.47
After Tax Deductions:			
Union Field Dues	0.76	0.78	0.80
O.P.T.P.F.	0.26	0.26	0.26
OCS	0.01	0.01	0.01

Local 67 (Brantford) do not have "Union Field Dues", "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. \*includes .05 additional deduction re: continuation of benefits coverage. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

FOREMAN Plus 12% WORK WEEK 36 hours

Notes: When calculating Foremen and Apprentice rates, gross Basic Rate (i.e. Basic Rate before "Market Recovery Fund" deduction) is to be used.

Please refer to MCAHN or UA Local 67 for most current version of Wage Schedule.



**APPENDIX 10  
ZONE 10 BARRIE - LOCAL UNION 46 (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 11%	4.93	4.93	5.06	5.20
Welfare	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
Work Readiness Training (WRT)	0.05	0.05	0.05	0.05
S.U.B.	0.20	0.20	0.20	0.20
Article 23	0.10	0.10	0.10	0.10
Article 30	0.03	0.03	0.03	0.03
UA Canada Nat'l Wellness	0.00	0.05	0.05	0.05
O.P.T.P.F. (Article 20)	0.26	0.26	0.26	0.26
De Novo (Article 34)	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.
National Organization Fund	0.10	0.10	0.10	0.10
Helmets to Hardhats	0.01	0.01	0.01	0.01
Stabilization Fund	0.50	0.50	0.50	0.50
TOTAL	61.37	61.37	62.66	64.15
Zone Association Fund (plus hst)	0.35	0.35	0.35	0.35
MIAC/WTF Funds (plus hst)	0.05	0.05	0.05	0.05
TOTAL	61.77	61.77	63.06	64.55
After Tax Deductions:				
Union Field Dues	0.68	0.68	0.70	0.72
O.P.T.P.F.	0.26	0.26	0.26	0.26
OCS	0.01	0.01	0.01	0.01
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. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001. The Welfare Fund is PST taxable. The PST permit number is 8529-2419.

FOREMAN Plus 10%  
WORK WEEK 37 1/2 hours

**APPENDIX 11  
ZONE 11 TORONTO - LOCAL UNION 46 (TORONTO)  
WAGE SCHEDULES**

Effective Dates	May 1/19	Nov 1/19	May 1/20	May 1/21
Basic 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
Welfare	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
Work Readiness Training (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	0.15	0.15	0.15
Article 30	0.03	0.03	0.03	0.03
O.P.T.P.F. (Article 20)	0.26	0.26	0.26	0.26
De Novo (Article 34)	0.04	0.04	0.04	0.04
OCS	0.01	0.01	0.01	0.01
Helmets to Hardhats	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 Promotion Fund	0.02	0.02	0.02	0.02
TOTAL	67.71	67.71	69.13	70.57
Zone Association Fund	0.40	0.40	0.40	0.40
MIAC/WTF Funds	0.05	0.05	0.05	0.05
TOTAL	68.16	68.16	69.58	71.02
After Tax Deductions:				
Union Field Dues	0.71	0.71	0.73	0.75
O.P.T.P.F.	0.26	0.26	0.26	0.26
Contingency Fund	0.08	0.08	0.08	0.08
OCS	0.01	0.01	0.01	0.01

Local 46 (Toronto) 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 MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

Foreman May 1/19+\$7.14; Nov 1/19+7.13; May 1/20+\$7.32; May 1/21 +\$7.52

Work Week 36 hours

**APPENDIX 12  
ZONE 12 KINGSTON - LOCAL UNION 401 (KINGSTON)  
WAGE SCHEDULES**

Effective Dates	May 1/19	Aug 1/19	May 1/20	May 1/21
Basic Rate	43.09	42.78	43.80	44.91
Vacation Pay 10%	4.31	4.28	4.38	4.49
Welfare	2.45	2.45	2.45	2.45
Pension	8.08	8.25	8.39	8.50
Training	0.65	0.65	0.65	0.75
SUB	0.00	0.10	0.10	0.10
Article 23	0.10	0.15	0.15	0.15
Article 30	0.03	0.03	0.03	0.03
M.A.P. (Article 34)	0.04	0.04	0.04	0.04
O.P.T.P.F. (Article 20)	0.26	0.26	0.26	0.26
OCS	0.01	0.01	0.01	0.01
Stabilization Fund	1.00	1.00	1.00	1.00
Union Field Dues	0.91	0.92	0.94	0.97
Sick & Distressed Fund	0.04	0.04	0.04	0.04
Contingency Fund	0.10	0.10	0.10	0.10
National Organizing Fund	0.10	0.10	0.10	0.10
Helmets to Hardhats	0.00	0.01	0.01	0.01
TOTAL	61.17	61.17	62.45	63.91
Zone Association Fund	0.41	0.41	0.41	0.41
MIAC/WTF Funds	0.05	0.05	0.05	0.05
TOTAL	61.63	61.63	62.91	64.37
After Tax Deductions:				
Union Field Dues	0.91	0.92	0.94	0.97
O.P.T.P.F.	0.26	0.26	0.26	0.26
OCS	0.01	0.01	0.01	0.01

Effective December 1, 2013 Local 401 (Kingston) does not have the "Ontario Pipe Trades Promotion Fund", "Union Field Dues", Contingency Fund or "OCS (Ontario Construction Secretariat) Fund" included in their 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. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

Foreman            General + 20%, Foreman + 15%, Working + 10%  
Work Week        36 hours

**APPENDIX 12W  
 ZONE 12W OSHAWA - PETERBOROUGH - BELLEVILLE  
 LOCAL UNION 401 (O/P/B) - WAGE SCHEDULES**

Effective Dates	May 1/19	May 1/20	May 1/21
Basic Rate	43.80	44.82	45.82
Vacation Pay 10%	4.38	4.48	4.58
Welfare	2.65	2.65	2.65
Pension	7.87	8.04	8.24
Training	0.65	0.65	0.75
National Organizing Fund	0.10	0.10	0.10
S.U.B.	0.10	0.10	0.10
Article 23	0.15	0.15	0.15
Article 30	0.03	0.03	0.03
De Novo (Article 34)	0.04	0.04	0.04
OCS	0.01	0.01	0.01
O.P.T.P.F. (Article 20)	0.26	0.26	0.26
Sick & Distressed Fund	0.04	0.04	0.04
Union Field Dues	0.93	0.94	0.97
Contingency Fund	0.10	0.10	0.10
Stabilization Fund	1.00	1.00	1.00
Helmets to Hardhats	0.01	0.01	0.01
TOTAL	62.12	63.42	64.85
Zone Association Fund	0.25	0.25	0.25
MIAC/WTF Funds	0.05	0.05	0.05
TOTAL	62.42	63.72	65.15
After Tax Deductions:			
Union Field Dues	0.93	0.94	0.97
O.P.T.P.F.	0.26	0.26	0.26
OCS	0.01	0.01	0.01

All Foreman covered by this Agreement are Working Foreman. Foremen will receive a 10% premium. General and Area Foreman will receive a 20% premium in the Eastern Area only. General and Area foreman will receive a 15% premium in the Western Area only.

The Work Week for all employees shall be 36 hours.

Local 401 (O/P/B) does not have "Union Field Dues", Contingency Fund, "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. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

**APPENDIX 13  
 ZONE 13 OTTAWA – RENFREW – CORNWALL  
 LOCAL UNION 71 - WAGE SCHEDULES**

Effective Dates	May 1/19	May 1/20	May 1/21
Basic Rate	40.61	41.40	42.34
Vacation Pay 11%	4.47	4.55	4.66
Welfare	3.36	3.41	3.46
Pension	8.35	8.60	8.86
Training (UA)	0.45	0.55	0.65
Traning (MCA)	0.20	0.20	0.20
Article 23	0.15	0.15	0.15
Article 30	0.03	0.03	0.03
De Novo (Article 34)	0.10	0.10	0.10
OCS	0.01	0.01	0.01
O.P.T.P.F. (Article 20)	0.36	0.36	0.36
Stabilization Fund	1.75	1.75	1.75
Union Field Dues	1.12	1.14	1.16
Building Fund	0.40	0.40	0.40
TOTAL	61.36	62.65	64.13
Zone Association Fund	0.39	0.39	0.39
MIAC/WTF Funds	0.05	0.05	0.05
TOTAL	61.80	63.09	64.57
After Tax Deductions:			
Union Field Dues	1.12	1.14	1.16
O.P.T.P.F.	0.36	0.36	0.36
OCS	0.01	0.01	0.01

Local 71 do **not** have "Union Field Dues", "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. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001.

Foreman                                      General + 20%, Foreman + 15%  
 Work Week                                    36 hours

