

**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

1990 - 1992

FEB 11 1991



0275704

In the event of a discrepancy between the contents of this booklet and the Master Copy of the Provincial Agreement, the Master Copy of the Provincial Agreement shall apply.

**APPENDIX 11
ZONE 11 TORONTO – LOCAL UNION 46
WAGE SCHEDULES**

Effective Dates	July 4, 1990	Sept. 1, 1990	Dec. 1, 1990	May 1, 1991
Basic Rate	24.97	24.56	24.56	25.83
Vacation Pay 10%	2.50	2.46	2.46	2.58
Welfare	1.10	1.10	1.10	1.10
Pension	2.05	2.50	2.50	3.00
Training	.10	.10	.10	.10
S.U.B.	.10	.10	.10	.10
Article 23	.02	.02	.02	.02
O.P.T.P.F.	.04	.04	.04	.05
Drug Abuse Plan	.02	.02	.02	.02
Zone Allowance	included	included	included	included
Union Field Dues	included	included	included	included
TOTAL	30.90	30.90	30.90	32.80
Zone Association fund	.17	.17	.17	.18
TOTAL	31.07	31.07	31.07	32.98
After Tax Deductions:				
Union Field Dues	.15	.15	.19	.19
O.P.T.P.F.	.04	.04	.04	.05

Local 46 have included in their Base Rate the "Union Field Dues". Also included in the base rate is a Zone Allowance of **\$.60** (\$.75 effective May 1, 1991). After the tax the full amount of union field dues is deducted from Base Rate and remitted in accordance with the local Appendix.

Foreman	July 4, 1990	+ \$3.00
	September 1, 1990	± \$2.95
	December 1, 1990	± \$2.95
	May 1, 1991	+ \$3.10
Work Week	37 1/2 hours	

**I.C.I. SECTION
PROVINCIAL COLLECTIVE AGREEMENT
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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, herinafter called the Council.

OF THE SECOND PART

EFFECTIVE DATE: July 4, 1990

DURATION OF AGREEMENT

This Agreement shall be ~~effective from July 4th, 1990~~ and shall remain in ~~effect until the 30th day of April 1992~~ 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 1992.

Such notice shall be given within ninety (90) days of, and not less than sixty (**60**) days prior to, the 30th day of April 1992.

PURPOSE AND INTENT

WHEREAS the parties hereto desire:

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

to ensure a standard of 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 performing Mechanical work in the Industrial, Commercial, and Institutional Sector of the Construction Industry under the terms of this Collective Agreement and any successor or assign.

1.4 "Union" means a 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, 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 Advisory Board.

1.11 "Board" means a Local Joint Conference Board as Provided for in Article 15 hereof.

1.12 "Policy Grievance" means all grievances other than those arising under Article 15.6.

ARTICLE 2 – RECOGNITION

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

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

ARTICLE 3 – GEOGRAPHIC SCOPE

3.1 This is a Provincial Agreement within the meaning of the Labour Relations Act of Ontario and as such applies to the Industrial, Commercial and Institutional Sector of the Construction Industry.

The Parties to this Agreement recognize the historical divisions of the province into geographic areas within which the unionized sector of the Mechanical Contracting Industry is represented for certain matters by local trade associations and by local unions of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada.

3.2 As set forth in the following:

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 508.

a. This Agreement shall be applicable to and effective within the present geographic jurisdictional area of Local Union 508.

To the East - 5 miles 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 - U.A. Local 800.

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

1. Complete district of: Manitoulin, (excluding that portion of Manitoulin Island, West of a north to south line running 5 miles 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 29.7 miles east of 83 longitude then south to 49

latitude - west to 5 miles east of 83 longitude and south to 30 miles north of 45 latitude.

3.24 MCA Zone 4 Windsor - UA Local Union 552

This Agreement shall be applicable to and effective within the present geographic jurisdiction area of Local Union 552.

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 593.

This Agreement shall be applicable to and effective within the present jurisdictional area of Local 593, which is the five counties of Elgin, Middlesex, Oxford, Perth and Huron or any areas as otherwise designated by the United Association through its Canadian representative.

3.27 MCA Zone 7, Kitchener - UA Local Union 527

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

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

3.28 MCA Zone 8, Niagara - UA Local Union 666

a. This Agreement shall be applicable to and effective within the present geographic jurisdictional area of Local Union 666 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.

(i) a. This agreement shall be applicable to the jurisdictional area of Local Union No. 67 as outlined and defined in Article 3.29(i)e.

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:

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) 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 Hagerville, 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 599.

This Agreement shall be applicable to and effective within the present Geographic jurisdictional area of Local Union 599. The area over which this Agreement shall be effective is as follows: Simcoe County, Regional Municipality of Muskoka, Townships of Rama, Mara, and Thorah in the County of Ontario, and the Townships of Carling, Ferguson, McDougall, McKellar, Christie, Foley, Conger and Humphrey in the District of Parry Sound, including all of the Municipalities therein.

3.211 MCA Zone 11, Toronto - UA Local Union 46.

This Agreement shall be applicable and effective within the Geographic boundaries of York County; that portion of Ontario County lying west of Pickering-

Whitby 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 221.

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 463.

This Agreement shall be applicable and effective within the present and future Geographic Jurisdictional Areas of Local Union 463.

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

(b) The eastern boundary of U.A. Local 463 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 221 Kingston.

(c) To reflect a "Western" and "Eastern" area, the dividing line shall be: Hwy. 30 in the township of Brighton, the townships of Murray, Rawdon, Marmora, Lake, Limerick, Dungannon, Monteagle, Wicklow, and all of Prince Edward County.

3.214 MCA Zone 13, Ottawa, Renfrew - UA Local Union 71.

The geographical jurisdictional area covered by this Agreement is the Regional Municipality of Ottawa Carleton, the Counties of Russell and Lanark, and the County of Renfrew, Ontario.

3.215 MCA Zone 14, Cornwall - UA Local Union 819.

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.

ARTICLE 4 – SAFETY

4.1 All work is to be performed in accordance with the Occupational Health and Safety Act 1978 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 it 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 Workmen's Compensation Act of Ontario and/or regulations issued thereunder.

ARTICLE 5 - PAYMENT OF WAGES

5.1 Wages shall be paid by cheque or cash not later than Thursday of each week. If paid by cheque on Thursday, and a Holiday occurs on Thursday, payment by cheque shall be on the preceding Wednesday. Employers payroll week ending will be 12:00 midnight Saturday of each week which is the UIC week ending.

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
Good Friday Civic Holiday Christmas Day
Victoria Day Labour Day Boxing Day

6.2 When any of the above holidays falls on a Saturday or Sunday, such holiday shall be observed

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on the following working days or as proclaimed by the Municipal, Provincial or Dominion 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.

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, 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 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 in the next regular work day, refer to Article 7.3.

7.6 The employee shall receive with the employee's pay, an Unemployment Insurance Separation Certificate.

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 –VOLUNTARYTERMINATION- DISCHARGE

8.1 When an employee terminates employment voluntarily, the employee shall be sent pay, other applicable benefits, and Unemployment Insurance Separation Certificate, within five (5) regular working days of such termination by registered mail to the employee's last known address, or as per written instructions from the employee to the Contractor'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 Unemployment Insurance Separation Certificate. When such discharge has taken place the employment relationship shall be deemed to be immediately terminated.

ARTICLE 9 –TRADEOR WORK JURISDICTION

9.1 The parties to this Agreement recognize that 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 practised on projects between Unions.

9.2 Jurisdictional disputes that may arise after the enforcement of this agreement shall be referred to either the Ontario Labour Relations Board (O.L.R.B.) or the Impartial Jurisdictional Dispute Board (I.J.D.B.)

or a Successor Group, for a final binding decision.

9.3 Subject to the conditions contained in Clause 9.1 and 9.2 above, and subject to jurisdictional Agreements between 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 pipe fittings systems, and the fabrication installation and handling of all plumbing pipe fitting and industrial process control systems including all hangers and supports. Where no work claim dispute exists, the original assignment of the above works shall be to the U.A.

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 initial 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

11.1 Recognizing that the Contractor can sub-contract, no contractor shall directly or indirectly sublet 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

12.1 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 Workmen's Compensation Act of Ontario for all U.A. Business Representatives.

ARTICLE 14 – NO STRIKE, NO LOCK-OUT

14.1 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 Advisory 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 Advisory Board within thirty (30) days of submission.

ARTICLE 16 – PROVINCIAL JOINT ADVISORY BOARD

16.1 A Provincial Joint Advisory 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,

the improvement of the Mechanical Industry and without limiting the generality of the foregoing will have, but not be limited to, the following specific purposes:

- (a) To promote closer co-operation and harmony between the Association and the Council.
- (b) To investigate and recommend methods to improve trade practices, standards of workmanship, working conditions, improved efficiency and productivity.
- (c) To study and recommend improved safety measures and practices.
- (d) To eliminate unfair practices of both Contractors and Members.
- (e) To study and recommend methods to improve apprentice training and employment.
- (f) To assist Contractors and Members in securing work of the Mechanical Trades.
- (g) To interpret the intent of the Provincial Agreement.
- (h) To create jointly an effective voice in all matters concerning our industry.
- (i) To assist when requested by both parties in resolving all matters that have failed to be settled at the Local Joint Conference Board level.
- (j) To consider and recommend action on any and all matters concerning the Mechanical Industry.
- (k) The Provincial Joint Advisory Board when hearing such policy grievances under Article 15.6 shall apply and be bound by the provisions of Articles 15, 17, 18 of the Collective Agreement.
- (l) When Article 16.4 (k) is applied, the words "Union", "Zone Association" and "Board" in Articles 15, 17, 18 shall be deleted and the words "Council", "Association" and "Provincial Joint Advisory Board" shall be substituted therefor.

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.

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.

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ARTICLE 19 – GOVERNMENT LEGISLATION

19.1 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 4 cents (5 cents effective May 1, 1991) 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

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.

21.2 Welders shall be paid from the time of hire to completion of test at the regular rate of pay including all applicable benefits.

21.3 The Contractor shall provide proper shelter for the test, and test all men on the job site or in the employer designated shop. 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 members working the test. If a member of the local Union is required to service a welding machine, then the proper safety equipment will be supplied for handling fuel.

21.4 This requirement shall not have any effect on

established procedures in certain MCA Zones where standard welding procedures have been established and recognized by the Ministry of Consumer and Commercial Relations.

ARTICLE 22 – FOREMEN

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

ARTICLE 23 – LOCAL TRAINING FUND

Each Contractor working under the terms of this Agreement shall contribute two (2) cents per hour worked or earned to a local jointly trustee Training Fund (where such Training plans have been established). The prime purpose of this fund is for the upgrading of the U.A. membership.

ARTICLE 24 – FABRICATION

24.1 All piping machines, whether power or manually operated, which are required to perform piping fabrication work on the job or Contractor's fabrication location, shall be operated by members of the Union. All pipe work installed by the contractor on the job site shall be cut and fabricated by members of the Union. Contractors who fabricate piping off the job site shall register the fabrication location off site with the Union and shall employ members of the Union to perform the work. The above shall not be deemed to include regular items of self-contained packaged equipment, with associated integral piping normally listed in manufacturers' catalogues. All piping 2" and under shall be fabricated in the jurisdiction of the Local Union where the work is to be installed.

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 Item one and two are not intended for use in comfort heating and plumbing.

24.6 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.

See "Letter of Understanding" on page 25.

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.

See original "Letter of Understanding" on page 25 (which was amended July 4, 1990, as noted in above paragraph).

ARTICLE 26 – MODIFICATION CLAUSE

See Appendix B (page 40)

ARTICLE 27 – PNEUMATIC CONTROLS

See Appendix 15 (page 41)

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".

LETTER OF UNDERSTANDING

Re - Article 24

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

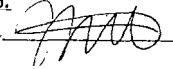
Generally this situation occurs for special process of welding, bending or joining of piping that is non-standard, and requires speciality skills, a controlled environment or special welding procedures.

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

Nov 29/1982

M.C.A.O.

Signed: _____



O.P.T.C.

Signed: _____



LETTER OF UNDERSTANDING

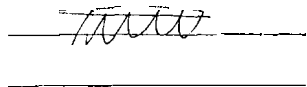
RE: ARTICLE 25

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 *28th* day of *November*, 1982.

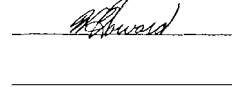
FOR:

MECHANICAL CONTRACTORS ASSOCIATION
ONTARIO



FOR:

ONTARIO PIPE TRADES
COUNCIL



APPENDIX II
ZONE II TORONTO – LOCAL UNION 46

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 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-five years~~ of age, for every five journeymen in his employ. This ratio must be maintained if such ~~journeymen are~~ available.

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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 applicable rate and

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all other applicable benefits. He may, however, be required to perform other work of his trade as directed by the Contractor or his representative.

102.2 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 no less than four (4) hours pay, 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.

102.3 An employee who because of failure of the Contractor to inform him during working hours, that no work is available or because he has been instructed to report by the Contractor or his 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 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 representative shall make such appointment from among the Contractor's employees who are qualified journeymen and if possible one in possession of a 'Class A' 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 Stewards 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 Contractor's 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.

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 will not be stopped at the same time.

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.

ARTICLE 106 –TOOLS

Local Union 46 employees, shall supply their own tape, pliers and level. All other tools required for the job will be supplied by the contractor. The employee shall take reasonable care of the contractor's tools.

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 ordinary hours of labor on Monday to Friday inclusive will be from 8:00 a.m. to 4:30 p.m., one hour for lunch. If mutual arrangements can be made in any individual shop, these hours may be changed from 8:00 a.m. to 4:00 p.m. with a half hour for lunch. Subject to the agreement of the Union and management the Contractor may vary the starting and finishing time on any individual job site to a maximum of 8 hours per day in order to provide a scheduled shorter work day.

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1 - OVERTIME

Employees worked on Saturdays and Sundays and statutory Holidays listed in Article 6 when they are paid at the rate of Double Time

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

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109.3 On scheduled overtime work, preference where practical shall be given to the employees regularly employed on the project.

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 any twenty-four (24) hour period. It is recognized that when conditions allow only night work, the provision of Paragraph 110.7 of this Article shall prevail.

110.2 Shift work may commence on any regular work day, Monday to Friday, providing five (5) consecutive shifts are worked. Saturday, Sundays and Holidays are excluded.

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

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110.4 A shift commencing any time after eight a.m. (8:00 a.m.) and before seven p.m. (7:00 p.m.) shall work seven (7) hours for eight (8) hours pay.

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110.5 A shift commencing any time 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 twenty-four (24) hour period under the conditions of the above clauses. Overtime hours shall not be considered shift work.

110.7 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 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, Tuesday, Wednesday, Thursday but Friday only until one a.m. (1:00 a.m.) Saturday.

110.8 All time worked on Saturdays, Sundays, or Holidays shall be paid for at the rate of Double Time, except as set out in Article 110.7.

ARTICLE 111 – FOREMEN

111.1 Job Foreman shall mean: a qualified journeyman who is elevated by his employer to layout work and who shall within the terms of this Agreement instruct other members in his respective trade.

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~~ ^{in order} 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 the 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 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 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 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 proportion of apprentices to journeymen shall be in accordance with the Ontario Apprenticeship and Tradesmen's Qualifications Act, 1964, and amendments thereto. 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 A Contractor who has laid off an apprentice prior to the expiry of his contract shall only rehire a replacement with similar or more hours (when available) than the apprentice previously laid off.

Article 112.10 shall not apply when a Contractor hires additional apprentices under the terms of Clause 112.

112.11 The employer shall also provide a completed termination slip provided by the Joint Training and Apprenticeship Committee.

ARTICLE 113 –INTEGRITY

113.1 Both parties to this Agreement agree to cooperate 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.

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 shall not be subject to penalty or loss of employment other than those hours he 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 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 agent, only qualified members of the Union shall be allowed to operate the system.

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.

SCHEDULES

A RATES OF PAY

1. The Rates of Pay Shall be:

Effective Date	Journeyman	Foreman
July 4, 1990	\$24.97 per hour	\$27.97
September 1, 1990	\$24.56 per hour	\$27.51
December 1, 1990	\$24.56 per hour	\$27.51
May 1, 1991	\$25.83 per hour	\$28.93

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

- First Period Apprentice40%
- Second Period Apprentice50%
- Third Period Apprentice60%
- Fourth Period Apprentice70%
- Fifth Period Apprentice85%

B PAY FOR VACATION AND STATUTORY HOLIDAYS

1. Pay rates shall be as follows

Vacation Pay 5% of the hourly rate.

Statutory Holiday Pay 5% of the hourly rate.

A total of 10% of the rate of pay per hour.

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See Article 6.4 page 11 for payment method.

C WELFARE CONTRIBUTIONS

1. Each Contractor shall contribute to the Union Welfare Plan a sum equal to: one dollar and ten cents (\$1.10) for each hour's pay earned by each of his employees.

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D PENSION CONTRIBUTIONS

1. Each Contractor shall contribute to the Union Pension Plan for each hour pay earned by each of his employees a sum equal to ~~two~~ dollars and five cents (\$2.05); \$2.50 effective September 1, 1990; \$3.00 effective May 1, 1991.

4/18/91

E UNION TRAINING FUND

1. Effective May 1, 1988 each Contractor shall contribute to the Union Training Fund a sum equal to ten cents (10 cents) for each hour's pay earned by each of his 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

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1. Each Contractor shall contribute to the Union Supplementary Unemployment Benefit Plan a sum equal to ten cents (10 cents) for each hour's pay earned by each of his employees

G ZONE ASSOCIATION INDUSTRY FUND

1. Effective May 1, 1988, each Employer bound by this Agreement shall contribute seventeen (17) cents per hour (eighteen (18) cents effective May 1, 1991), 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 Governors of the Zone Association.

3. Payments for this Fund shall be as detailed in Schedule L - Date for Contributions and Monthly Reports.

H UNION PROMOTION FUND

1. Effective May 1, 1988 each Contractor shall deduct from the wages of each Member in his employ a sum equal to fifteen (15) cents per hour for each hour's pay earned. Effective December 1, 1990 nineteen (.19) cents per hour for each hour's pay earned.

Payment shall be made under the conditions outlined in Schedule L in this Agreement.

I TRAVEL ALLOWANCE

1. In going to work outside the established 10 mile zone, which is a 10 mile radius from Toronto City hall, and returning daily, the workman shall be on the job at a regular starting time, and work a full shift. The contractor shall pay a traveling expense allowance of thirty cents (30) cents per km (35 cents per km effective May 1, 1991), from the outside limits of the zone to the job and return to the zone limits each day, up to a maximum of \$34.00 per day (\$39.00 per day effective May 1, 1991). Mileage measurements shall be on shortest normally travelled route.

2. Where the employee is required to provide transportation **between** jobs during a normal working day for travel purposes only, he shall be reimbursed by the sum of thirty cents (30) cents per km (35 cents per km effective May 1, 1991), in addition to his 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 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 regular hourly rate while traveling up to 7 1/2 hours per day;

(d) In addition to the above, he shall be paid for all properly vouchered board and expenses, and in any case the allowance shall not be less than thirty-four dollars (\$34.00) per day worked (\$39.00 per day worked effective May 1, 1991).

(e) Pay for room and board on any of the stipulated statutory holidays if he 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 returns to Metropolitan Toronto or not;

(a) every 2 months for jobs within 200 miles of Metropolitan Toronto;

(b) every 4 months for jobs within 400 miles of Metropolitan Toronto;

(c) every 6 months for jobs within 600 miles of Metropolitan Toronto.

3. An employee who leaves such a job of his 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 room, board and traveling expenses to his Contractor and shall retain copies for his own use.

K JOINT ADMINISTRATIVE TRUSTEES

1. The aforesaid Welfare Plan, Pension Plan, Supplementary Unemployment Benefit Plan, and 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.

27/3

L DATE FOR CONTRIBUTIONS AND MONTHLY REPORTS

1. Payments to be made by each of the Contractors towards 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.

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. If any Contractor is found to be in default in

remitting payments required to be made pursuant to this Schedule, by the Joint Conference Board and if such default continues for 10 days, thereafter he shall pay to the Trustees, as liquidated damages and not as a penalty, an amount equal to 10% of the arrears for the 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.

M PARKING

1. For members working in the downtown core, the employer will provide for vehicle parking. If such parking facilities are not available, the employer, on receipt of proof of parking cost shall subsidize the employee for parking at the rate of \$3.50 per day worked. The downtown core is described as follows: Sherbourne St. East from the west side of Sherbourne St.; Dufferin St. West from the east side of Dufferin St.; From Lake Ontario at the south to south side of St. Clair Avenue on the north.

N ALCOHOL/DRUG ABUSE FUND

21

Each Employer shall submit to the Administrator two (2) cents for each hour earned by each employee to the Alcohol/Drug Abuse Fund. 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.

APPENDIX "B"

ARTICLE 26 – MODIFICATION CLAUSE

1. (a) A local Union and local area Mechanical Contractor Association may amend the terms and conditions of its local appendices only in order to stay competitive for the local geographic area only. All agreement regarding local appendix changes will be

finalized in Toronto under the auspices of both the MTBC and OPTC. A time limit must be set on these negotiations and any outcome must be presented to the OPTC and the MCAO for their acceptance or rejection.

(b) It is agreed that in all other aspects the terms and conditions of the Provincial Agreement shall prevail. It will require a minimum of seven (7) days from the date of the agencies' approval to implement any approved changes.

(c) Any such agreement must be for the benefit of all parties bound to the Provincial Agreement who work in the geographic area; and shall not be on a project basis.

(d) It is hereby mutually agreed by the parties to this agreement that the Modification Clause (not the results of its application) can be made null and void by a 30 days notice in writing from either party after this clause has remained in effect for a period of twelve (12) months.

APPENDIX 15

Article 27 PNEUMATIC CONTROLS

The following terms and conditions shall apply to pneumatic contractors while performing work in the Industrial, Commercial and Institutional Sector of the construction industry under this Collective Agreement:

Article VII CREW SIZE

21. The need for, the designation of, and the determination of the number of journeymen, foremen, or general foremen is solely the responsibility of the Employer. If a condition in a Local Agreement conflicts with this paragraph, the provisions of this Agreement shall prevail.

Article VIII SUPPLYING MEN

22. The Union agrees to furnish at all times to the Employer duly qualified journeymen and apprentices

in a sufficient number, as determined by the Employer, as may be necessary to properly execute all work contracted by the Employer.

23. The Employer shall notify the local union to refer competent and skilled journeymen and apprentices as required.

24. In the event the local union is unable to supply the requested number of qualified and competent journeymen, the Employer may request the United Association to furnish such additional employees as it requires, and the United Association agrees to notify its local unions of the availability of work and request the local unions to refer journeymen to the employer.

25. If upon written request, the local union or the United Association is unable, within forty-eight (48) hours, Saturdays, Sundays, and Holidays excepted, to supply workmen, including workmen with special skills and requirements, the Employer may secure workmen from any source.

26. If a requirement for journeymen, competent and skilled in the work covered by this Agreement exists, and such journeymen cannot be obtained under this Article, the Employer shall be permitted to hire and train men, subject to the provisions of Article IV. It is understood that preference for such employment and training shall be given to journeymen with previous experience in the plumbing and pipe fitting industry.

27. The Employer agrees to be bound by the hiring provisions of the agreement of the local union having jurisdiction that are not inconsistent with the terms of this Agreement.

28. The Employer shall retain the right to reject any applicant referred by the Union.

29. The Employer may, at his discretion, assign one journeyman or one foreman from the area in which the Employer is located to work each job or jobs, within the territorial jurisdiction of another local union. 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 of 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. Men referred to jobs shall report to a location designated by the Employer. When requested to stay away from home overnight the men shall be reimbursed for meals and lodging at reasonable rates which, when not previously established, will be substantiated by receipts.
- 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. In order to satisfy the provisions of Article X. Clause 36, and 37 of the current Canadian National Pneumatic Controls Systems Agreement, the following agreements have been reached:

1. Effective April 1, 1980, a mileage rate of 38¢ per mile will be paid, which includes the allowance for transporting company tools and materials, etc.

2. It is agreed that on January 1st, 1981, the mileage rate shall be increased by one cent per mile for each 11¢ per imperial gallon increase in the price of gasoline during the period from January 1st, 1981 to December 31st, 1981. The increase shall be based on the per gallon price increases as announced by the Federal Government with any portion to be carried over to the next period.

3. In the event that the locally agreed mileage rate as established for all employees in local agreements, negotiated by the local union of the United Association and the historically recognized local Contractor's bargaining group, is higher than the mileage rates set out above, the higher rate shall apply.

Article XI PAY DAY

39. Pay day shall be once each week on the fifth working day following the end of the Employer's payroll period, 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, in person or by mail. 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 centres, 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.

The 1990-1992 Provincial Agreement Memorandum was signed on behalf of the OPTC, the U.A. and the MCAO as follows:

Signed this 30th day of June, 1990 on behalf of:

ONTARIO PIPE
TRADES COUNCIL
UNITED
ASSOCIATION

MECHANICAL
CONTRACTORS
ASSOCIATION
ONTARIO

.....
W. McRoberts
Chairman

.....
W.J. McCarron,
Chairman

J. Porter

J. Orlowski

.....
R. Humphrey

.....
T. Lachance

.....
J. Boland

.....
L. Panontin

.....
B. Christie

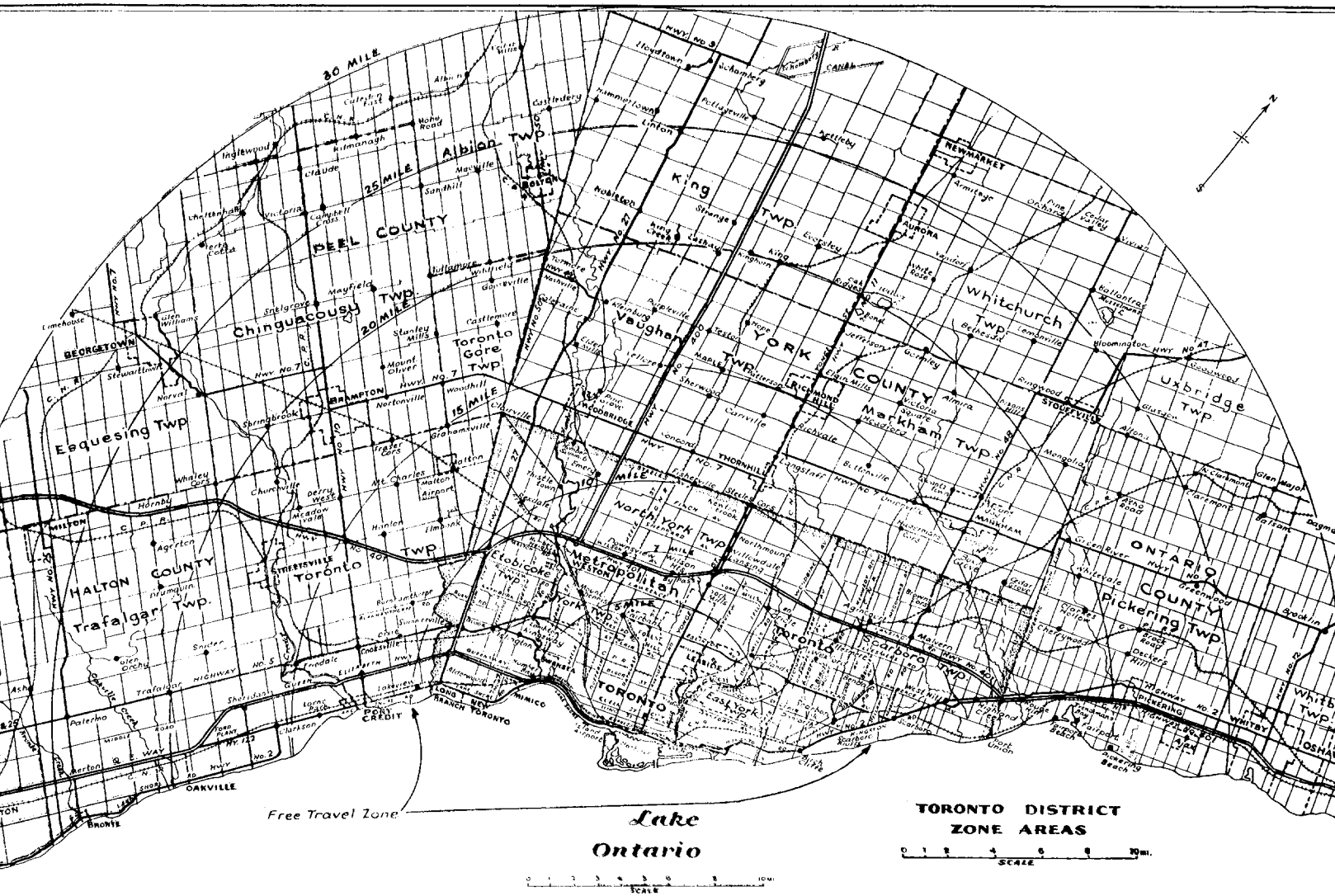
.....
A. Pilat

M. Jolie

D. Brisebois

.....
G. Boyle

S. Coleman



**Territorial
Jurisdiction
of U.A. Local 46**

