

Collective Agreement

Between

Ontario Pipe Trades Council

and

United Association of Journeymen and
Apprentices

Begins:

Terminates:

02757 (10)

Source:

Employees:

Received by: pg

Date: 06/05/2008

Coded by:

Wages:

**I.C.I. SECTION
PROVINCIAL COLLECTIVE AGREEMENT
INDEX**

Article No.	Page
1. Definitions.....	2
2. Recognition.....	3
3. Geographic Scope.....	3
4. Safety.....	11
5. Payment of Wages.....	12
6. Holidays.....	13
7. Lay-off.....	14
8. Voluntary Termination-Discharges.....	15
9. Trade of Work Jurisdiction.....	16
10. Management Right.....	18
11. Sub-Contracting.....	19
12. Union Security.....	19
13. U.A. Business Representative.....	19
14. No Strike, No Lockout.....	19
15. Joint Conference Board.....	20
16. provincial Joint Board.....	21
17. Grievance Procedure.....	22
18. Arbitration.....	24
19. Government legislation.....	25
20. Ontario Pipe Trades Promotion Fund.....	26
21. Welder's Qualifications.....	26
22. Foremen.....	29
23. Canadian and International Training Funds.....	29
24. Fabrication.....	29
25. I.C.I. Contractors.....	30
26. Mechanical Industry Advisory Committee.....	31
27. Pneumatic Controls.....	39
28. Pay Equity.....	39
29. Deemed Assignment of Compensation.....	39
30. Continuation of Benefit Coverage.....	40
31. Employment Equity.....	40
32. Special Condition Hours of Work.....	40
33. Flexibility in Scheduling Work Hours.....	40
34. Denovo.....	41
35. Apprentice Wages and Benefits.....	41
36. Hiring and Mobility.....	41
37. Travel Free Zone.....	43
38. Proposed Stewards Clause.....	44
39. Hours of Work.....	44
40. Employees Fully Qualified.....	44
41. Funds Remittance Process Penalties.....	45
42. UA Standard for Excellence.....	45

02757(10)

Appendix Article No.	Page
101. Hiring.....	51
102. Show-up Time	52
103. Job Stewards.....	52
104. Work Break	53
105. Job Site Accommodation	54
106. Tools.....	55
107. Service and Repair Work.....	55
108. Hours of Work	55
109. Overtime.....	56
110. Shift Work.....	57
111. Foremen.....	59
112. Joint Training and Apprenticeship	60
113. Integrity.....	62
114. Employee Member of Committee.....	62
115. Supplementary Agreements	62
116. Temporary Heat.....	63
117. General Work Practice	63
118. Voluntary RRSP Contributions.....	64
119. Target Fund.....	64

Schedules	Page
A. Rates of Pay.....	64
B. Pay for Vacation and Statutory Holidays.....	65
C. Healthcare Contributions.....	65
D. Pension Fund.....	66
E. Union Training Fund.....	66
F. Canadian Training and industry Enhancement Funds	66
G. Supplementary Unemployment Benefit.....	66
H. Zone Association Industry Fund.....	67
I. Union Field Dues/Promotion Fund.....	67
J. Travel Allowance.....	68
K. Travel Burden.....	68
L. Board Allowance.....	69
M. Joint Administrative Trustees.....	70
N. Date for Contributions and Monthly Reports. .	71
O. Parking.....	72
P. Contingency Fund	72
Appendix 15 Pneumatic Controls.....	72
Letter of Understanding.....	78

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 28th, 2007

DURATION OF AGREEMENT

This Agreement shall be effective from May 28th , 2007 and shall remain in effect until the 30th day of April 2010 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 2010.

Such notice shall be given within ninety(90) days of, and not less than sixty (60) days prior to, the 30th day of April 2010.

PURPOSE AND INTENT

WHEREAS the parties hereto desire:

to promote the business of the plumbing, heating , pipe fitting and gasfitting 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 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, welder, and apprentice thereof, or job foreman.

- 1.9 “Applicable Benefits” means Vacation and Statutory Holiday Pay and all Travel Allowances, Travel Time, Board Allowance and all other monetary benefits within this Collective Agreement.
- 1.10 The “Provincial Board” means the Provincial Joint Board.
- 1.11 “Board” means a Local Joint Conference Board as provided for in Article 15 hereof.
- 1.12 “Policy Grievance” means all grievances other than those arising under Article 15.6.

ARTICLE 2 - RECOGNITION

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

ARTICLE 3 - GEOGRAPHIC SCOPE

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

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

Pipefitting Industry of the United States and Canada.

3.2 As set forth in the following:

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 - 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.

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 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 Freelton 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 th 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 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 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 Township Line (Durham Road 23 known as Lakeridge Road); Peel County; that portion of Halton County lying south of Highway 401 and east of the 7th Line and Dufferin County, as amended by a decision of the Joint Conference Board.

3.212 MCA Zone 12, Kingston - UA Local Union 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 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, Brock.
- (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; 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 Workplace Safety and Insurance Act of Ontario 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.
- 4.6 Either party to this agreement shall not condone substance abuse.

ARTICLE 5 - PAYMENT OF WAGES

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

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

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

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

ARTICLE 6 - HOLIDAYS

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

New Year's Day	Canada Day	Thanksgiving Day
Family Day	Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria 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.
- 6.5 MCAO agrees to prepare (jointly with the OPTC) letters in regards to support for the Ontario and/ or Canadian Government proclaiming Remembrance Day as a holiday; understanding that such Holiday would apply only on the Calendar date day of November 11th (ie not on a following or alternate day to November 11th)

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 workday or shift and If such employees are not paid all wages and applicable benefits at the end of their shift, then payment shall be sent by Registered Mail or Priority Post on the next regular work day to the employees last known address or as per written instructions from the employee to the Contractor's Representative on the job site. If not mailed the next regular work day refer to article 7.3
- 7.3 When an employee is laid off and does not receive pay and other applicable benefits, the employee, in addition, shall be paid waiting time, including applicable benefits at the regular straight time rate for all regular hours until the employee's pay is received.

- 7.4 If it is mutually agreed between a Business Manager and a Contractor that conditions beyond the control of the Contractor prevent the employer from delivering the pay and applicable benefits to the employee on the day of lay-off, then the waiting time shall not apply. The agreement is not to be unreasonably withheld by either party.
- 7.5 When such lay-off is effected when an employee is working overtime or shift work, (other than on a short term project or shutdown) or on a Saturday, Sunday or Holiday when the employer is unable to pay off at time of lay-off, the employee's pay, all applicable benefits and other documents mentioned herein, plus two (2) hours straight pay, shall be sent by registered or priority post mail on the next regular work day to the employee's last known address, or as per written instructions from the employee to the Contractor's Representative on the job site. Prior notice is not required under this clause. If not mailed on the next regular workday, refer to Article 7.3.
- 7.6 The employee shall receive with the employee's pay, an "Employment Insurance Record of Employment" Form.
- 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, 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. 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. 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 the 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 by the OPTC. 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.
- 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 the Ontario Labour Relations Board (O.L.R.B.) for a final binding decision or a Successor Group.
- 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 LOCKOUT

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

ARTICLE 15 - JOINT CONFERENCE BOARD

- 15.1 A Joint Conference Board shall be formed and composed of not less than three (3) persons nominated by the Zone Association and not less than three (3) members nominated by the Union. A quorum for all meetings of the Board shall consist of three (3) nominees of each party. Decisions of the Board shall be made by a majority of votes cast. The Zone Association and the Union shall be entitled, through their respective nominees, to each cast three (3) votes so that each individual member of the Board in attendance at the meeting, representing either the Zone Association or the Union, may cast his proportionate share of such three (3) votes.
- 15.2 The Board shall attempt to settle any dispute or grievance arising out of this Agreement between any member of the Local Union and any Contractor of the Zone Association or between the Union and the Zone Association, or between the Zone Association and any Contractor.
- 15.3 Their duties shall be, but not limited to, attempting to settle disputes or grievances prior to arbitration procedures, to investigate and recommend methods to improve trade practices, efficiency, productivity and standards of workmanship within the industry and to constantly work for the improvement of labour relations and the general benefit of the Industry.
- 15.4 The Board shall meet monthly, or as mutually agreed by both parties.
- 15.5 The Board shall meet at the request of either party on receipt four (4) working days notice, or as mutually agreed by both parties.
- 15.6 Any grievance arising between the parties, that constitutes a policy grievance arising out of the

Provincial Standard Articles that cannot be settled by the Board shall be referred to the Provincial Joint Board.

Both parties agree that any policy grievance filed at the local zone level shall be heard by the local Joint Conference Board. 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 or priority post.

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 or priority post 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 Ñ 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 Ñ Grievance Procedure Ñ 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 21 cents for each hour earned and on May 1, 2005 22 cents per hour earned, May 1, 2006 23 cents per 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 MCAO.

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. Welders tested to procedures other than MCAO Standard Carbon Steel Procedure noted in 21.4 below, shall be paid from the time of hire to completion of test at the regular rate of pay including all applicable benefits.
- 21.2 Welders working under the jurisdiction of the Local Union shall cut and grind their own coupons on black pipe. Alloy coupons may be sent out to be cut by power-saw and shall be returned for grinding by the member working the test.
- 21.3 Each contractor working under the terms of this agreement shall contribute four (4) cents per hour earned (plus up to an additional six (6) cents per

hour earned (if required/as decided by MCAO) in particular Zones identified by MCAO) 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 employer 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 \$125.00 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 MCAO 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 \$100.00 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.
- e) All Welders will normally have their ticket update testing conducted during the month of their birthday; in each year during which an upgrade test is required by the TSSA (ie annually or otherwise).
- f) No Welder shall be dispatched without holding an updated ticket for the specific MCAO Procedure called for by the Contractor.

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

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

ARTICLE 22 - FOREMEN

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

ARTICLE 23 - CANADIAN TRAINING AND INDUSTRY ENHANCEMENT FUNDS

Each Contractor working under the terms of this Agreement shall contribute five (5) cents per hour earned to the Canadian Training Fund and five (5) cents per hour earned to the Industry Enhancement Fund. The administrator for the local trust funds shall forward said training contributions to the Canadian Training and Industry Enhancement Training Funds.

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 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. 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.

*Refer to Appendix A page 44 regarding “Letters of Understanding”

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 page 45 regarding original "Letter of Understanding" (which was amended July 4, 1990, as noted in above paragraph)

***ARTICLE 26 - MECHANICAL INDUSTRY ADVISORY COMMITTEE**

MIAC Advisory Committee has been formalized with a mandate to cooperate with and assist Local Unions and Local Zone Associations who wish to modify their Collective Agreement to recapture lost market share.

This committee will be funded by the MCAO at the rate of 5 cents per hour (Contractor Contribution)

(This 5 cents amount also reflected in the Monetary Package page)

Article 26A.1

There shall be a Mechanical Industry Advisory Committee comprised of equal representation of the parties reflecting the various regions of the province. This duly authorized Committee shall be empowered, as part of this agreement, to advance the interests of the Unionized Mechanical Contracting Industry in Ontario. The mandate of the Committee will be to develop terms of reference necessary to allow the Committee to function in pursuit of the objectives required to achieve it's goals.

Article 26A.2

The Committee shall apply itself and conduct its deliberations and initiatives within a procedure of consensus.

Article 26A.3

The Committee's primary purposes shall include, but not be limited to, the following:

- a) Conduct comprehensive analysis of our mechanical industry throughout the province to determine our market experience and identify potential areas for enhancement.
- b) Apply to the Ontario Construction Secretariat or other appropriate bodies where appropriate, for funding in relation to various initiatives of the Committee, including comprehensive studies, etc.
- c) Develop and implement strategies to maintain, regain and expand work opportunities for our Mechanical Contractors and United Association members.
- d) Initiate the co-ordinated action to determine our competition in the market place for the purpose of implementing an appropriate response.
- e) Develop a marketing program to promote our Unionized Mechanical commodity with owner clients and the general public.
- f) Work with and assist the Local Unions and Mechanical Contractors Zone Associations in all the above and make recommendations on the applicability of the current Collective Agreement and all of its provisions to specific market conditions. These recommendations shall include, where required, amendments to the various sections of the Agreement.

Article 26A.4

The employers will fund this Committee by a method and at an amount to be determined by the MCAO

Article 26B.1

A Local Union and the local Mechanical Contractors Association, in order to stay competitive in the local geographic area, may amend the terms and conditions of its

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

Article 26C

Local Amendment- Where not achieved under Article 26B

Article 26C.1

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

Article 26 C.2

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

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.

Article 26C.3

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

Article 26C.4

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

Article 26C.5

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

Article 26 C.6

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

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

and Apprenticeship Act and Regulations thereto.

- 4) Hours of work and work schedules.

Article 26C.7

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

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

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

Article 26C.8

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

Article 26C.9

The Applicant and the Local Union will have three days to settle the question as to whether there is a competitive

disadvantage in light of current market conditions relating to the specified kind of work, the market in which it is performed and the specified portion of the Local Union's geographic jurisdiction and any appropriate Local Amendment(s)

Article 26C.10

If the parties are unable to resolve the existence of competitive disadvantage and/ or are unable to agree on the appropriate Local amendment(s), the Local Union and or the OPTC shall file a response to the application within ten days of receipt of delivery of the application containing any and all evidence and submissions that the Local Union and/or OPTC believe are relevant to:

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

by delivery to the MCAO and the affected MCA Zone Association

The Response shall constitute the entirety of the Final Offer of the OPTC and/or Local Union.

ARTICLE 26D – ARBITRATION

Article 26D.1

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

The Arbitrator must:

- 1) Determine whether there is a competitive disadvantage to contractors bound to the Provincial Agreement with respect to the scope of work defined in the Application having regard to current market conditions; and if so

- 2) Select either the amendment proposed in the Application or those proposed in the Response by the final offer selection process.

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

Article 26D.2

- 1) The order to consider the issue of competitive disadvantage, the Arbitrator shall consider all points raised in the application and response.
- 2) The Arbitrator shall determine whether the competitive disadvantage would be removed if the Provincial Agreement were amended in accordance with either of the final offers.
- 3) If the amendment of the Provincial Agreement in accordance with only one of the final offers would remove the competitive disadvantage, the Arbitrator shall select that final offer.
- 4) If amendment of the Provincial Agreement in accordance with neither of the final offers would remove the competitive disadvantage, the Arbitrator shall select the final offer that most reduces the disadvantage.
- 5) If the amendment of the Provincial Agreement in accordance with either of the final offers would remove the competitive disadvantage, the Arbitrator shall select that would be less of a deviation from the Provincial Agreement.
- 6) Within 30 days of ratification of the 2001/2004 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.1

- 1) A Local Amendment Agreement reached under Article 26B or 26C or via Local Amendment Arbitration award under 26D shall be effective for a specific period of time not to exceed three years following the date reached/awarded respectively.
- 2) A Local Amendment Agreement reached under Article 26B or 26C or via Local Amendment Arbitration award under 26D may be reviewed annually by the Applicant and the affected Local Union (understanding that a request for such review may not be unreasonably objected to by the other party), and such agreement or award, as the case may be, shall cease to operate for all purposes in the event that the Local Union can establish upon agreement with the applicant or before the same arbitrator, that the competitive disadvantage no longer exists in light of subsequent market

conditions. Where such agreement or award ceases to operate, any work in progress that has been contracted or tendered shall be performed under the terms of the local amendment, agreement or award.

- 3) There shall be a bar of one year from the date of 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 Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Regulations of the Employment

Standards Amendment Act - 1991 in relation to the Employee Wage Protection Program.

ARTICLE 30 - CONTINUATION OF BENEFIT COVERAGE

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 Workplace Safety and Insurance Board.

ARTICLE 31 - EMPLOYMENT EQUITY

Whenever the wording of the collective agreement and the appendices reference the masculine gender, it should be understood to include the feminine gender.

MCAO and the OPTC mutually recognize the need for Employment Equity initiatives. Following joint investigation and consultation, the parties agree to meet to develop an Employment Equity Plan, as required by legislation (or law).

ARTICLE 32 - SPECIAL CONDITION HOURS OF WORK

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

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

ARTICLE 33 - FLEXIBILITY IN SCHEDULING WORK HOURS (Refer to Article 108 page 38)

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 union 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 – DENOVO

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.

The above shall be implemented in each zone/local area effective January 1, 1996, with the exception of the Windsor (Zone 4) area.

Article 36 – Hiring and Mobility

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

Article 36A-Hiring

1. The Employer must hire through the Local Union Office and no one will be employed unless they are in possession of a Work Referral Slip from the Local Union Office prior to commencing work.
2. All General Foremen and Foremen shall be within the bargaining unit covered by the Provincial Agreement and members of the Union.
3. 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.
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 clause 36B
5. Other hiring provisions existing in the Local Appendices that are not addressed in this Article are to be maintained.

Article 36B-MOBILITY

Article 36B.

1. Any Employer undertaking mechanical work within the geographic jurisdiction of a Local Union is permitted to transfer into the Local Union geographic jurisdiction only one (1) working foreman

to act as the Employer's representative on each job or project. Such foreman shall be a member of the United Association and shall register at the Local Union Office and be issued a Work Referral card prior to commencing work on any project within the Local Union geographic jurisdiction.

2. 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 U.A. members/employees must register at the Local Union Office and be issued a Work Referral Card.
3. Any U.A. member/employee being transferred into the geographic jurisdiction of another Local Union must have been continuously employed in the bargaining unit under the Provincial Agreement by the Employer for a period not **less** than two weeks immediately prior to his/her transfer to the job or project within the geographic jurisdiction of the Local Union having jurisdiction over the job or project, unless a lesser period is agreed in the discretion of the host Local Union. The Employer and the transferred member/employee must be able to verify the duration of employment prior to the transfer through his/her pay stubs and payroll records.
4. An employer performing franchised style, specialty work in another Zone may transfer two employees. These employees are not restricted from such employment by the twenty-percent provision.

Article 37 - Travel Free Zone

UA Local 46 (Zone 11)

- 37.1 A travel Free Zone of 20KM from the City Hall reference point as identified in the Zone Appendix,

shall apply in Zone 11. Applicable Zone mileage will be paid from the outside limits of this Free Zone limits.

All other Zones

37.2 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 other zones, Applicable Zone allowance or mileage will be paid from the outside limits of this (or any other existing Free Zone identified in the Zone Appendix) to the job and return to the Free Zone limits.

Article 38 - Proposed Stewards Clause

MCAO and the OPTC will establish a committee to review and formalize a Provincial Article.

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. 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 week on mutual agreement. These mutually agreed to changes may reflect (40) forty hours per week (five, eight hour days) Monday to Friday.

Article 40 - Employees Fully Qualified

40.1 The Union shall ensure all employees are fully qualified to their respective journeyman status of apprentice level at time of hiring/dispatch to the contractor; and carry credentials to verify it.

40.2 Where mutually agreed, the Union and Zone Association will establish a joint program to ensure all mandatory initial or upgrade safety training called for under the Occupational Health

and Safety Act (excluding client specific training). The agreed to training shall be provided regularly to all employees, such that employees are fully qualified in these areas both at time of hiring/dispatch and over the course of their employment.

Article 41 - FUNDS REMITTANCE PROCESS PENALTIES

- 41.1 If any Contractor defaults in remitting payments required to be made pursuant to all appendices and wage schedules attached herein, and if such default continues for 10 days thereafter, he 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, the Employer shall have the option to forward all funds to be remitted to the Administrator, by electronic banking deposit.
- 41.3 All Local Appendices language to be removed / revised - where now redundant or conflicting with this Article.
- 41.4 Nothing in this Article shall result in lesser provisions for any Local Union.

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"
- 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 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.

APPENDIX 11

ZONE 11 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.

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 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.

102.2 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 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 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.
- 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 men 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.

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 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 home.

Article **108 - HOURS OF WORK**

108.1 The regular hours of work on Monday, Tuesday, Wednesday, Thursday and Friday, will be from

7:30 a.m. to 5:00 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.

- 108.2 The regular work week shall be thirty-six (36) hours per week. The workweek shall be based on four (4) days at nine (9) hours per day Monday to Thursday and/or Tuesday to Friday, or four (4) days at eight (8) hours per day Monday to Thursday and four (4) hours on Friday. All work performed beyond these hours shall be deemed to be overtime. If a holiday falls on a Monday or a Friday during a normal work week, all employees shall work the remaining four (4) days of that particular week.
- 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 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) one and one half times the full rate of pay. This clause does not apply to Locals that have greater provisions in their Local Appendices.
- 109.2 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.
- 109.3 All overtime beyond the normal hours per day shall be paid at the rate of Double Time with the exception of Article 109.1 Article 110-Shift Work and Article 107-Service and Repair Work.

- 109.4 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 provision of Paragraph 110.7 and 110.10 of this Article shall prevail. Refer to Standard Article 32 regarding special condition hours of work.
- 110.2 Shift work must be worked at least four (4) consecutive work days. These may be based on consecutive regular workdays, 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 after eight a.m. (8:00 am) and before seven p.m. (7:00 pm) shall work seven (7) hours for eight (8) hours pay for four (4) days and three (3) hours for four (4) hours pay for one (1) day. {Based on a five (5) day thirty-six (36) hour work week}.

- 110.5 A shift commencing any time between seven p.m. (7:00 pm) and two a.m. (2:00 am) shall work six (6) hours for eight (8) hours pay for four (4) days, and work three (3) hours for four (4) hours pay for one (1) day. Hourly rates mentioned herein shall mean single time. (Based on a five (5) day thirty-six (36) hour workweek).
- 110.6 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. An employee shall not return to work without an eight (8) hour break in any twenty-four (24) hour period.
- 110.7 When work cannot be done during the day, such work may be done as 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 be for work only between the hours of five p.m. (5:00 pm) and eight a.m. (8:00 am) on Monday, Tuesday, Wednesday, Thursday and work three (3) hours for a premium of one (1) hour for the Friday shift. Friday shift will be only to one a.m. (1:00 am) Saturday. (Based on a five (5) day thirtysix (36) hour workweek).
- 110.8 A shift commencing any time after eight a.m. (8:00 am) and before seven p.m. (7:00 pm) shall work eight (8) hours for nine (9) hours pay. All hours worked beyond eight (8) hours per day or thirty-two (32) hours per week shall be paid at the overtime rate. (Based on a four (4) day thirty-six (36) hour workweek).
- 110.9 A shift commencing any time between seven p.m. (7:00 pm) and two a.m. (2:00 am) shall work seven (7) hours for nine (9) hours pay. All hours worked beyond seven (7) hours per day or twenty-eight (28) hours per week shall be paid at the overtime rate. Hourly rates mentioned herein shall mean single time (Based on a four (4) day thirty-six (36) hour workweek).

- 110.10 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 one (1) hour shall be paid for each shift. This shift shall work only between the hours of five p.m. (5:00 pm) and eight a.m. (8:00 am) on Monday, Tuesday, Wednesday, Thursday but Friday only until three-thirty a.m. (3:30 am) (Saturday). (Based on a four (4) day thirty-six (36) hour workweek).
- 110.11 All hours worked on Saturday, Sundays and recognized holidays shall be paid at the rate of double time, except as set out in Article 110 Sub-section 100.7.
- 110.12 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 employer to layout work and who shall within the terms of this Agreement instruct other members in his respective trade. Job foreman shall be paid at 15% over the base rate.
- 111.2 The Employer shall have the exclusive right to appoint a Job Foreman to the Job Foreman's rate at the Employer's sole discretion.
- 111.3 Should any dispute arise on the job over classification of a Job Foreman, members of the Union must remain with the Employer with whom the dispute arose until the Joint Conference Board has dealt with the case and rendered a decision, and in the event of a decision favorable to the employee retroactive wages shall be paid to date of employee's written notice to the Joint Conference Board.

Article 112 - JOINT TRAINING AND APPRENTICESHIP

- 112.1 To assure the Industry of an adequate supply of properly trained and skilled mechanics, there shall be a Joint Training and Apprenticeship Committee to which the Zone Association and the Union shall each appoint six (6) representatives.
- 112.2 This Committee shall be responsible for:
- (a) an Apprenticeship Program under which the Local Apprenticeship standards shall be administered and also co-ordinated with the quorum except that where, at the request of either chairman of the respective parties committees, a special summoned meeting is called,
 - (b) a Journeyman Training Program under which advanced training programs will be administered and co-ordinated for the purpose of enabling journeymen to acquire a full and complete knowledge of the advancement, new techniques and skills in their crafts.
- 112.3 This committee shall meet monthly except during August and December. Six (6) members of the Committee shall constitute a quorum except that where, at the request of either chairman of the respective Parties committees, a special summoned meeting is called, three (3) representatives of each Party shall constitute a quorum.
- 112.4 At meetings of this Committee no more than three (3) representatives of each of the Parties shall cast a vote, and in the event of a tie vote the matter shall be referred to the Joint Conference Board for settlement.
- 112.5 This Committee shall, on behalf of the Contractors and in complete accordance with the Committee's recommendations, give a tangible award to each

plumber-apprentice completing his 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 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 fulfil 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 Trade School.
- 112.11 The employer shall also provide a completed termination slip provided by the Joint Training and Apprenticeship Committee.

112.12 Pre-apprentice program to be implemented May 1 2008. To be reviewed by a Joint MCAT/Local 46 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.
- 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 - VOLUNTARY RRSP CONTRIBUTIONS

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

Article 119 - 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 Zone 11, 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 Local46.

SCHEDULES

A RATES OF PAY

1. The Hourly Base Rates of Pay Shall be:

Effective Date	Journeyman	Vacation Pay	Job Foreman	Vacation Pay
May 28, 2007	\$34.04	\$3.40*	\$39.21*	\$3.92*
Nov 01, 2007	\$34.17*	\$3.42*	\$39.36*	\$3.94*
May 01, 2008	\$35.35*	\$3.53*	\$40.73*	\$4.07*
May 01,2009	\$36.98*	\$3.70*	\$42.60*	\$4.26*

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

		May 28, 2007	Nov 01 2007	May 1 2008	May 1 2009
First Period Apprentice	40%	\$13.62*	\$13.67	\$14.14*	\$14.79*
Second Period Apprentice	50%	\$17.02*	\$17.09	\$17.68*	\$18.49*
Third Period Apprentice	60%	\$20.42*	\$20.50	\$21.21*	\$22.19*
Fourth Period Apprentice	70%	\$23.83*	\$23.92	\$24.75*	\$25.89*
Fifth Period Apprentice	85%	\$28.93*	\$29.04	\$30.05*	\$31.43*

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

**"Deduct" Union Promotion and Contingency Funds from Base Rate after tax deductions and remit to Administrator.

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.

See Article 6.4

C HEALTHCARE CONTRIBUTIONS

1. Each Contractor shall contribute to the Union Healthcare Plan a sum equal to \$2.97 for each hour's pay earned by each of his employees; effective May 1, 2007, \$2.97, effective May 1, 2008 \$2.67 for each hour's pay earned by each of his employees.

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

D PENSION FUND

1. Each Contractor shall contribute to the Union Pension Plan a sum equal to \$6.10 effective May 1, 2007 for each hour's pay earned by each of his employees; effective November 1, 2007 \$6.10. On May 1 2008 \$6.70

E UNION TRAINING FUND

1. Each Contractor shall contribute to the Union Training Fund a sum equal to 26 cents for each hour's pay earned by each of his employees; 31 cents effective November 1, 2007; 36 cents May 1 , 2008; 41 cents effective May 1 , 2009. 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 CANADIAN TRAINING AND INDUSTRY ENHANCEMENT FUNDS

Each Contractor working under the terms of this Agreement shall contribute five (5) cents per hour earned to the Canadian Training Fund and five (5) cents per hour earned to the Industry Enhancement Fund. The administrator for the local trust funds shall forward said training contributions to the Canadian Training and Industry Enhancement Training Funds.

G 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.

H ZONE ASSOCIATION INDUSTRY FUND

1. Each Employer bound by this Agreement shall contribute **37** cents per hour for each hour earned by each employee covered by this Agreement and remit such contributions with the Healthcare Plan, The Pension Plan, The Supplementary Unemployment Benefit Fund, The Training Fund and The Union Dues Promotion Fund Benefit Contributions payable hereunder. Such amounts on receipt shall be immediately paid to the Zone Association as each Employer's contribution for the general purposes of the Zone Association including the Zone Association's costs of negotiating and administering this agreement.
2. The Fund shall be administered by the Board of Governors 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 for the collection of this Fund in the amount of 2% of total **fees** collected per month to a maximum of one thousand (\$1000.00) dollars, commencing May, 2001.

I UNION FIELD DUES/PROMOTION FUND

1. Each Contractor shall deduct from the wages of each member in their employ a sum equal to **52** cents for each hours pay earned; **54** cents effective May 1, 2008; **57** cents effective May 1, 2009. Based on 1.5% of (Base Rate + Target Fund). Payment shall be listed under the conditions outlined in Schedule L of this agreement

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

J TRAVEL ALLOWANCE

1. In going to work outside the established 20 km free travel zone, which is a 20 km 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 .50 cents per km effective May 1, 2007; .52 cents effective May 1, 2008; .54 cents per km effective May 1, 2009 from outside limits of the zone and return to the zone limits each day, up to a maximum of \$50.11 per day May 1, 2007; \$51.22 effective May 1, 2008; \$52.33 effective May 1, 2009. Mileage measurements shall be on shortest normally traveled route. Refer to Article 37, for further information regarding the Travel Free Zone.
2. Where the employee is required to provide transportation between jobs during a normal working day for travel purposes only, the employee shall be reimbursed by the sum of 50 cents per km; effective May 1, 2007 52 cents effective May 1, 2008 and 54 cents effective May 1, 2009 in addition to his hourly rate.
3. Travel Allowance - Zone 11 complete free travel within zone. One dollar and twenty-five cents (\$1.25) over a three year period; One dollar (\$1.00) May 1, 2008; Twenty-five cents (\$0.25) May 1, 2009.

K TRAVEL BURDEN

1. Travel throughout Zone 11 is no longer paid on a per km basis; it is covered via each Contractor contributing, effective May 1 2008, one dollar (\$1.00) in Travel Burden funds for each hour's pay earned by each of his employees; one dollar and twenty-five cents effective May 1, 2009. These funds are "in addition to " the seventy-five cents of travel burden established prior to May 1, 2008.

L 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 travelling at night by train, fare for a sleeper;
 - (c) Pay at his/her regular hourly rate while travelling up to 9 hours per day;
 - (d) In addition to the above, he shall be paid for all properly vouchered board and expenses, and in any case the allowance shall not be less than \$55.03 per day worked; effective May 1, 2007; \$56.53 effective May 1, 2008; effective May 1, 2009 \$58.03.
 - (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 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 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.

M JOINT ADMINISTRATIVE TRUSTEES

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

N DATE FOR CONTRIBUTIONS AND MONTHLY REPORTS

1. Payments to be made by each of the Contractors towards the Alcohol/Drug Abuse Fund, the Contingency Fund, the Health Benefits 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. 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.

O PARKING

1. For members employed in the City of Toronto, the employer will provide for vehicle parking. If such parking facilities are not available, the employer on receipt of proof of parking costs shall subsidize the employee for parking at the rate of \$12.00 per day worked.
2. Parking will be paid in the area from the Don Valley in the east to Keele Street in the west and from Lake Ontario in the south to Sheppard Avenue in the north.

P 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.

APPENDIX 15 PNEUMATIC CONTROLS

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

Article VI - UNION REPRESENTATION AND ACCESS TO JOBS

19. Authorized representatives of the Union shall have access to Jobs where employees covered by this agreement are employed, and it shall be the responsibility of the employer to provide the authorized union representatives with such access.
20. Where, the employer's workforce, working with a locals' jurisdiction requires a shop steward, a shop steward will be appointed from his work force. The

shop steward, provided he has the qualifications to perform the work required, will be the second to last Journeyman laid off. The employer shall be notified in writing of the appointment and the man shall be permitted to perform during working hours, in addition to his regular work, such of his union duties that cannot be performed at other times.

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

Article VII - CREW SIZE

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

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

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

Article VIII - SUPPLYING MEN

22. The Union agrees to furnish at all times to the Employer duly qualified journeymen and apprentices in a sufficient number, as determined by the Employer, as may be necessary to properly execute all work contracted by the Employer.

23. The Employer shall notify the local union to refer competent and skilled journeymen and apprentices as required.
24. In the event the local union is unable to supply the requested number of qualified and competent journeymen, the Employer may request the United Association to furnish such additional employees as it requires, and the United Association agrees to notify its local unions of the availability of work and request the local unions to refer journeymen to the employer.
25. If, upon written request, the local union or the United Association is unable, within forty-eight (48) hours, Saturdays, Sundays, and Holidays excepted, to supply workmen, including workmen with special skills and requirements, the Employer may secure workmen from any source.
26. If a requirement for journeymen, competent and skilled in the work covered by this Agreement exists, and such journeymen cannot be obtained under this Article, the Employer shall be permitted to hire and train men, subject to the provisions of Article IV. It is understood that preference for such employment and training shall be given to journeymen with previous experience in the plumbing and pipe fitting industry.
27. The Employer agrees to be bound by the hiring provisions of the agreement of the local union having jurisdiction that are not inconsistent with the terms of this Agreement.
28. The Employer shall retain the right to reject any applicant referred by the Union.
29. The Employer may, at its discretion, assign one journeyman and/or one foreman from the area in which the Employer is located to work each job or jobs, within the territorial jurisdiction of another local union. Where this is done they shall be permitted to

work without the Employer being required to hire any other employee.

30. When an employee is assigned as set forth above in paragraph 29, he shall work under the following rules:
1. When wages, overtime, and working conditions differ from those of his home local, the better shall apply.
 2. All the legally negotiated fringe benefit contributions, or deductions under his home local union's agreement, shall be paid only to the Trustees of the Fringe Benefit Funds of his home local union.
 3. He shall be paid for travel in accordance with Article X.
 4. He shall be permitted to work without being required to take out a travel card, working permit, or pay assessment of any kind, unless he is scheduled to work in the territory for a period of at least thirty (30) consecutive work days.
31. Employees referred to jobs shall report to a location designated by the Employer. When requested to stay away from home overnight the Employees shall be reimbursed for meals and lodging at reasonable rates which, when not previously established, will be substantiated by receipts.
32. 1. Journeymen with specialized skills shall perform any work assigned by the Employer which comes within the coverage of this Agreement, and there shall be no limit on production by workmen nor restriction on the full use of tools and equipment.
32. 2. There shall be no standby crew nor feather-bedding practice.

33. Selection and employment of apprentices and the administration of the local apprenticeship system shall be governed by the terms and procedure provided in the local agreement of the local union having jurisdiction.
34. The selection of applicants for referral to jobs shall be on a non-discriminatory basis.

Article X - **USE OF PERSONAL CARS**

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

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

Article XI - **PAY DAY**

39. Pay day shall be once each week on the fourth working day following the end of the Employer's payroll period, which shall be Saturday at 12:00

midnight, except for extenuating circumstances beyond the control of the Employer. Employees **are** to be paid, at the option of the Employer, in cash, negotiable payroll check, or by direct banking deposit to the Employee's account. When employees are laid off, or discharged, they shall be immediately paid all wages due.

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

Article XIV - FABRICATION

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

APPENDIX A
LETTER OF UNDERSTANDING
RE: ARTICLE 24

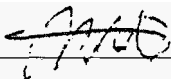
It is recognized and understood that certain installations dictate a special requirement for prefabrication of piping 2" and smaller.

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

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

Dated and signed November 29, 1982

for
Mechanical Contractors Association Ontario



for
Ontario Pipe Trades Council

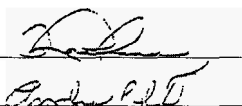


APPENDIX A
LETTER OF UNDERSTANDING
RE: ARTICLE 24

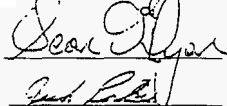
- 1 Subject to paragraph 2, article 24.1 applies only to actual off-site fabrication work performed by members of the Union and is wholly inapplicable to any and all other employees in the Contractor's fabrication facility.
2. Article 24.1 does not apply to contractors bound to and when governed by the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

Dated and signed May 29, 1995

on behalf of
Mechanical Contractors Association Ontario



on behalf of
Ontario Pipe Trades Council



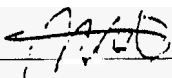
LETTER OF UNDERSTANDING

RE: ARTICLE 25

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

Dated at Toronto this 28th day of November, 1982

for
Mechanical Contractors Association Ontario



for
Ontario Pipe Trades Council



LETTER OF UNDERSTANDING

RE: ARTICLE 9.3

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

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

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



LETTER OF UNDERSTANDING

RE: TRUSTEE STRUCTURE


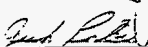
A number of local appendices reference the composition of local trust funds for Pension, Health and Welfare, S.U.B. and Vacation Pay. It is agreed that in the event of a restructuring of said trust funds, the procedure as outlined in the document of May 18, 1995 shall be applied.

Dated and signed May 29, 1995

on behalf of
Mechanical Contractors Association Ontario

on behalf of
Ontario Pipe Trades Council

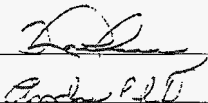
TRUSTEE STRUCTURE DOCUMENT AGREED TO MAY 18, 1995

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

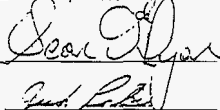
1. All Boards of Trustees of Pension, Health and Welfare, S.U.B. and Vacation Pay Trust Funds which currently include management representatives may, in accordance with paragraph 2 below, be restructured such that management representatives no longer sit on any such Board. All costs related to this restructuring,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

Dated and signed May 29, 1995

on behalf of
Mechanical Contractors Association Ontario



on behalf of
Ontario Pipe Trades Council



**LETTER OF UNDERSTANDING
RE: ARTICLE 34**

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

Dated and Signed May 12, 2001

on behalf of
Mechanical Contractors Association Ontario

Richard Keller
[Signature]

on behalf of
Ontario Pipe Trades Council

Larry Caon
[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 Unionised Sector.

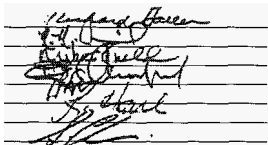
The formal basis of our partnership is the Provincial Collective Agreement that stipulates the Contractors and the employees to a Unionised workplace. On behalf of our respective constituents, we reaffirm the undertaking to ensure our present status as being Union and wish to remain so.

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

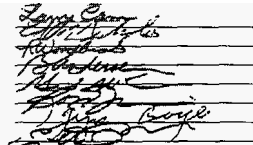
In re-establishing our partnership for the future, we commit to working together in harmony. We will adopt other initiatives that will strengthen our relationship and mutually benefits our interests.

Signed this 13th day of May, 2001

*Signed on behalf of the
Mechanical Contractors Association Ontario*

A block of five horizontal lines with several handwritten signatures in black ink. The signatures are somewhat cursive and overlapping.

*Sign on behalf of the
Ontario Pipe Trades Council*

A block of five horizontal lines with several handwritten signatures in black ink. The signatures are more varied in style, including some that are more legible and others that are more stylized.