

**ONTARIO
PROVINCIAL
COLLECTIVE
AGREEMENT
BETWEEN**

**MECHANICAL CONTRACTORS
ASSOCIATION ONTARIO**



AND

THE

ONTARIO PIPE TRADES COUNCIL



02757 (11)

MAY 23, 2010 TO APRIL 30, 2013

This booklet has been compiled for the information of members of Local Union 628 and employers who are signatory to this agreement.

The welfare of the industry, the maintaining of fair conditions and the protection of public interest depend entirely on the success and application of this agreement.

It is the duty of employers and members of the union to live up to the conditions contained herein and strive to maintain a harmonious relationship between the parties.

YOUR DUTIES AND RESPONSIBILITIES

- Know the contract.
- Police the contract.
- Know your people personally.
- Enforce safety conditions.
- Serve on committees willfully.
- Create a good impression of the union.
- Support your leadership.
- Do not knock management unnecessarily.
- Never make “side agreements”.
- Do not ask for special privileges.
- Consult higher authority when in doubt.
- Anticipate and “head off” trouble when possible.
- Don’t carry a chip on your shoulder against anyone.

***“RESPECT ISN’T PURCHASED;
IT IS EARNED”***

**I.C.I. SECTOR
PROVINCIAL COLLECTIVE AGREEMENT**

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**ONTARIO PROVINCIAL
COLLECTIVE AGREEMENT**

Between

**MECHANICAL CONTRACTORS
ASSOCIATION ONTARIO**

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

and

THE ONTARIO PIPE TRADES COUNCIL
of the
UNITED ASSOCIATION
of Journeymen and Apprentices
of the Plumbing and Pipe Fitting Industry
of the United States and Canada

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

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 23, 2010

DURATION OF AGREEMENT

This Agreement shall be effective from May 23, 2010 and shall remain in effect until the 30th day of April 2013 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 2013 .

Such notice shall be given within ninety (90) days of, and not less than sixty (60) days prior to, the 30th day of April 2013.

PURPOSE AND INTENT

WHEREAS the parties hereto desire:

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

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

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

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

ARTICLE 1 - DEFINITIONS

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

1.2 “Council” means the Ontario Pipe Trades Council of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada and any successor or assign.

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

1.4 “Union” means a UA local union having geographical jurisdiction over a particular area and any successor or assign.

1.5 “Zone Association” means the Mechanical Contractors Association operating within the geographic jurisdiction of a Local Union.

1.6 “Member” means any member of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

1.7 “U.A.” or “United Association” means the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

1.8 “Employee” means a qualified and/or Certified Journeyman or Apprentice employed by a Contractor as a plumber, steamfitter, pipefitter, gasfitter, petroleum mechanic, welder, and apprentice thereof, or job foreman.

1.9 “Applicable Benefits” means Vacation and Statutory Holiday Pay and all Travel Allowances, Travel Time, Board Allowance and all other monetary benefits within this Collective Agreement.

1.10 The “Provincial Board” means the Provincial

Joint Board.

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

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

ARTICLE 2 - RECOGNITION

2.1 The Association agrees to recognize the Council as the sole collective bargaining agent for all employees of the Contractors as defined in Definition 1.8 in the Industrial, Commercial and Institutional Sector and the Electrical Power Systems Sector of the construction industry in the Province of Ontario save and except work covered by a collective agreement between the United Association and EPSCA.

2.2 The Council agrees to recognize the Association as the sole collective bargaining agent for all Contractors as defined in Definition 1.3 in the Industrial, Commercial and Institutional Sector and the Electrical Power Systems Sector of the construction industry in the Province of Ontario save and except work covered by a collective agreement between the United Association and EPSCA.

ARTICLE 3 - GEOGRAPHIC SCOPE

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

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

3.2 As set forth in the following: -

For:

3.21 MCA Zone 1, Thunder Bay - UA Local Union 628.

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

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

ARTICLE 4 - SAFETY

4.1 All work is to be performed in accordance with the current Occupational Health and Safety Act and regulations for construction projects as amended, and regulations passed pursuant thereto.

4.2 All members shall be required to have and wear approved safety boots and safety hats as condition of employment. The Members shall provide the safety boots and safety hats at their own expense unless the Contractor demands a safety hat of a particular colour or style, in which case the Contractor shall supply as a minimum, a new liner in a hat that meets current safety requirements, at the Contractor’s expense. Safety hats, supplied by the Contractor, shall be returned by the employee on termination of employment.

4.3 Protection goggles shall be supplied to any employee, when required by the nature of the work being performed. The Contractor shall supply to the welder, the welder’s safety hat, shield, goggles, heat resistant gloves and welder’s leathers where required. When employees are required to work with welders they shall be supplied with gloves and proper safety glasses. Replacement of worn or broken safety equipment supplied by the Contractor under this clause shall be on an exchange basis only. All other safety equipment necessary to comply with all Safety Act Regulations, applicable to protect the employee while performing his assigned work, shall be provided by the

Contractor, and shall be returned to the Contractor at the completion of the assigned work.

4.4 If the employee fails to return such protective safety equipment, he shall be charged for same at replacement cost, if neglect is proven.

4.5 The Contractor shall provide first aid requirements on the job or project as prescribed by the Workplace Safety and Insurance Act of Ontario and/or regulations issued thereunder.

4.6 Either party to this agreement shall not condone substance abuse.

ARTICLE 5 - PAYMENT OF WAGES

5.1 Wages shall be paid by cheque, cash or electronic banking deposit not later than Thursday of each week. If paid by cheque or electronic deposit on Thursday, and a Holiday occurs on Thursday, payment by cheque or electronic deposit shall be on the preceding Wednesday. Employers payroll week ending will be 12:00 midnight Saturday of each week which is the EI week ending. If an employee incurs costs for a company payroll cheque which is rejected due to "Non Sufficient Funds", then all such costs will be borne by the Contractor.

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

5.2 Each employee shall be given, with the employee's wages, a statement of all wages and allowances paid to the employee, and of all deductions made from the employee's wages.

5.3 Contractors working in areas other than their regular place of business will, on request of the Union Business Representative in writing, arrange with a local bank for employees to cash their pay cheques.

ARTICLE 6 - HOLIDAYS

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

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

6.2 When any of the above holidays falls on a Saturday or Sunday, such holiday shall be observed on the following working days or as proclaimed by the Municipal, Provincial or Federal Government as a holiday.

6.3 Should any Statutory Holiday in addition to those listed in Clause 6.1 be proclaimed by the Provincial or Federal Governments, then such holiday shall be recognized in the same manner as those listed.

6.4 Pay for vacation and statutory holiday shall be paid weekly at the rate outlined in common appendices.

ARTICLE 7 - LAY-OFF

7.1 When an employee is laid off on a regular work day, the employee shall receive pay to date, including the applicable hours of pay for that regular work day, plus all other applicable benefits.

7.2 The employee shall be paid in full, no later than two (2) hours prior to the end of the work day or work shift. However, on a short term project or shutdown (7 consecutive days or less), employees shall be paid in full at the end of the work day or shift; and if such employees are not paid all wages and applicable benefits at the end of their shift, then payment shall be sent by Registered Mail or Priority Post on the next regular work day to the employee's last known address, or as per written instructions from the employee to the Contractor's representative on the job site. If not mailed the next regular work day, refer to Article 7.3.

7.3 When an employee is laid off and does not receive pay and other applicable benefits, the employee, in addition, shall be paid waiting time, including applicable benefits at the regular straight time rate for all regular hours until the employee's pay is received.

7.4 If it is mutually agreed between a Business Manager and a Contractor that conditions beyond the control of the Contractor prevent the employer from delivering the pay and applicable benefits to the employee on the day of lay-off, then the waiting time shall not apply. The agreement is not to be unreasonably withheld by either party.

7.5 When such lay-off is effected when an employee is working over-time or shift work (other than on a short term project or shutdown), or on a Saturday, Sunday or Holiday when the employer is unable to pay off at time of lay-off, the employee's pay, all applicable benefits and other documents mentioned herein, plus two (2) hours straight pay, shall be sent by registered mail or priority post on the next regular work day to the employee's last known address, or as per written instructions from the employee to the Contractor's Representative on the job site. Prior notice is not required under this clause. If not mailed in the next regular work day, refer to Article 7.3.

7.6 The employee shall receive with the employee's pay, a "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 "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 Contractor's Representative on the

job site.

8.2 The Contractor or Contractor's Representative shall at the time of discharge, give the employee pay to date, other applicable benefits, and "Record of Employment". When such discharge has taken place the employment relationship shall be deemed to be immediately terminated.

ARTICLE 9 - TRADE OR WORK JURISDICTION

9.1 The parties to this Agreement recognize that it is the employer's sole responsibility to assign work. The contractor shall not assign work contrary to existing area practices predicated on jurisdictional wording outlined in other trade Collective Agreements. The reference herein, to area practices and/or jurisdictional awards must be area practices and/or awards that have been accepted and practiced on projects between Unions. Though not mandatory, the Contractor will cooperate in defining trade jurisdiction assignments by means of a letter as requested by the Business Manager on projects upon request; in accordance with a standard form to be provided by the Business Manager. The Employer shall not unduly refuse to cooperate with such a request. The noted standard form is to be provided to the Business Manager by the OPTC.

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

9.3 Subject to the conditions in Clause 9.1 and 9.2 above, and subject to jurisdictional Agreements between the trades, decisions of record, and local area practice, this Agreement covers the unloading, distribution and hoisting of all equipment and piping for plumbing and/or process piping systems that may contain or convey a product under a positive or negative pressure. It further covers the fabrication, installa-

tion 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 page 51 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 the 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 the work coming under the jurisdiction of this agreement.

ARTICLE 12 - UNION SECURITY

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

ARTICLE 13 - U.A. BUSINESS REPRESENTATIVE

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

13.2 A U.A. Business Representative when entering a job or shop shall directly notify the Contractor's Representative. The U.A. Business Representative shall conform to all Safety and Security Regulations and shall not interfere with the progress of the work.

13.3 It is fully understood and agreed that all U.A. Local Unions shall be responsible for full coverage against loss or injury under the applicable Workers Compensation legislation for all U.A. Business Representatives.

ARTICLE 14 - NO STRIKE, NO LOCK-OUT

No employee bound by this Agreement shall strike and no employer bound by this Agreement shall lock-out such an employee.

ARTICLE 15 - JOINT CONFERENCE BOARD

15.1 A Joint Conference Board shall be formed and composed of not less than three (3) persons nominated by the Zone Association and not less than three (3) members nominated by the Union. A quorum for all meetings of the Board shall consist of three (3) nominees of each party. Decisions of the Board shall be made by a majority of votes cast. The Zone Association and the Union shall be entitled, through their respective nominees, to each cast three (3) votes so that each individual member of the Board in attendance at the meeting, representing either the Zone Association or the Union, may cast his proportionate share of such three (3) votes.

15.2 The Board shall attempt to settle any dispute or grievance arising out of this Agreement between any

member of the Local Union and any Contractor of the Zone Association or between the Union and the Zone Association, or between the Zone Association and any Contractor.

15.3 Their duties shall be, but not limited to, attempting to settle disputes or grievances prior to arbitration procedures, to investigate and recommend methods to improve trade practices, efficiency, productivity and standards of workmanship within the industry and to constantly work for the improvement of labour relations and the general benefit of the Industry.

15.4 The Board shall meet monthly, or as mutually agreed by both parties.

15.5 The Board shall meet at the request of either party on receipt of four (4) working days notice, or as mutually agreed by both parties.

15.6 Any grievance arising between the parties that constitutes a policy grievance arising out of the Provincial Standard Articles that can not be settled by the Board shall be referred to the Provincial Joint Board.

Both parties agree that any policy grievance filed at the local zone level shall be heard by the local Joint Conference Board. But under no circumstances may either party resolve a policy grievance at the local level that is contrary to the intent of the Provincial Standard Articles. Any policy grievance that is resolved at the local level contrary to the intent of the said articles shall not be binding on any parties other than the two parties that have agreed to a local resolution, and shall not be referred to as a precedent.

15.7 All grievances submitted to the Zone Association shall be recorded and forwarded to the Provincial Joint Board within thirty (30) days of submission.

ARTICLE 16 - PROVINCIAL JOINT BOARD

16.1 A Provincial Joint Board shall be formed and composed of equal representatives from the Association and the Council.

16.2 Decisions of the Provincial Board shall be made by a majority of the votes cast.

16.3 The Association and the Council shall be entitled, through their respective nominees, to cast equal numbers of the votes, regardless of the respective numbers of each in attendance at the meetings of the Provincial Board.

16.4 The Provincial Board will have as its objects:

(a) To interpret the intent of the Provincial Agreement.

(b) To assist when requested by both parties in resolving all matters that have failed to be settled at the Local Joint Conference Board level.

(c) The Provincial Joint Board, when hearing such policy grievances under Article 15.6 shall apply and be bound by the provisions of Articles 15, 17, and 18 of the Collective Agreement.

(d) When Article 16.4 (c) is applied, the words "Union", "Zone Association" and "Board" in Articles 15, 17 and 18 shall be deleted and the words "Council", "Association" and "Provincial Joint Board" shall be substituted therefore.

ARTICLE 17 - GRIEVANCE PROCEDURE

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

STEP 1. The employee having a grievance shall submit the matter to the Contractor's Representative at the job, no later than two (2) regular working days after said difference. An answer to the grievance shall be given by the Contractor's Representative to the employee within one (1) regular working day. If a satisfactory settlement is not reached within the time limit prescribed, the matter shall be referred to Step Two (2).

STEP 2. The job steward shall refer the matter to the Business Representative of the Union who shall meet or confer with the Contractor or his designated representative within four (4) regular working days to settle

the matter. If a mutual settlement is not reached within four (4) regular working days from the date of the meeting or conference, the matter shall be referred to Step Three (3).

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

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

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

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

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

lated in this Article may be extended by mutual agreement of the parties in writing.

17.3 Any grievance submitted by the employee, the Union, the Zone Association or the Contractor, that has not been carried through Article 17 - Grievance Procedure Clauses and in accordance with the time limits specified, or mutually agreed to, will be deemed to have been settled satisfactorily by the parties of the grievance.

ARTICLE 18 - ARBITRATION

18.1 In the event that any difference arising between any Contractor and any of the employees, or any direct difference between the Zone Association, or any Contractor and the Union or between the Zone Association and a Contractor, as to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitratable, shall not have been satisfactorily settled by the Board under the provisions of Article 17 - Grievance Procedure - hereof, the matter may be referred by the Zone Association, any Contractor or Union to arbitration for the final binding settlement as hereinafter provided, by notice in writing given to the other party within fourteen (14) regular working days from the submission of the matter in writing to the Board.

18.2 When either party requests that a dispute be submitted to arbitration as herein before provided, it shall notify the other party in writing, and at the same time, nominate an arbitrator. Within five (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 23 cents for each hour earned and shall remit same to the Local Union Administrator, who shall forward the amount to the Secretary-Treasurer of the Ontario Pipe Trades Council. Payment for the fund as outlined in this Agreement shall be made in accordance with the Payment of Funds procedures as outline

in each local appendix. It is understood and agreed that this fund is included in, and to be taken from, the total “gross” package offered by the MTBC.

ARTICLE 21 - WELDER 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 the MCAO Standard Carbon Steel Procedure noted in 21.4 below, shall be paid from the time of hire to completion of test at the regular rate of pay including all applicable benefits.

21.2 Welders working under the jurisdiction of the Local Union shall cut and grind their own coupons on black pipe. Alloy coupons may be sent out to be cut by power-saw and shall be returned for grinding by the member working the test.

21.3 Each contractor working under the terms of this agreement shall contribute four (4) cents per hour earned (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.

2.14 With respect to tests conducted on welders for qualification to MCAO Standard Provincial 6010/7018 Carbon Steel Procedure (to be specifically identified by MCAO) recognized by the Technical Standards and Safety Authority (TSSA), the following shall apply:

a) Where available and convenient, such tests will normally be conducted at the Local Union facilities.

The Contractor may, however, have tests conducted on the jobsite or at the designated Contractor shop.

b) Employed welders shall be paid by the Contractor at the regular rate of pay, including all applicable benefits, for the successful completion of a qualification test on the noted MCAO Standard 6010/7018 Carbon Steel Procedure.

c) Unemployed welders shall be paid a total of \$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 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 AND UA INDUSTRY ENHANCEMENT

Each Contractor working under the terms of this Agreement shall contribute five (5) cents per hour worked or earned to the Canadian Training Fund; and six (6) cents per hour worked or earned to the Industry Enhancement Fund. The administrator for the local trust funds shall forward said training contributions to the Canadian Training Fund and Industry Enhancement Fund respectively.

ARTICLE 24 - FABRICATION

24.1 All piping machines, whether power or manually operated, which are required to perform piping fabrication work on the job or Contractor's fabrication location, shall be operated by members of the Union. All pipe work installed by the contractor on the job site shall be cut and fabricated by members of the 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 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 regarding original "Letter of Understanding" (which was amended July 4, 1990, as noted in above paragraph)

ARTICLE 26A - MECHANICAL INDUSTRY ADVISORY COMMITTEE

26A.1 There shall be a Mechanical Industry Advisory Committee (MIAC) comprised of equal representation of the parties reflecting the various regions of the Province. This duly authorized Committee shall 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 in achieving its goals.

26A.2 The committee shall apply itself and conduct its deliberations and initiatives within a procedure of consensus.

26A.3 The Committee's primary purpose 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 coordinated action to determine our competition in the market place for the purpose of implementing an appropriate response.

e) Develop and implement 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 of the above and make recommendations on the applicability of the current Collective Agreement and all of its provisions to specific market conditions. These recommendations shall include, where required, amendments to the various sections of the Agreement.

26A.4 The employers will fund this Committee by a method and at an amount to be determined by MCAO. Each Contractor working under the terms of this agreement shall contribute one (1) cent per hour earned; up to five (5) cents (if required) to the Mechanical Industry Advisory Committee (MIAC) Fund. The administrator for the local trust funds shall forward said MIAC contributions to MCA Ontario.

ARTICLE 26B - LOCAL AMENDMENT BY AGREEMENT

26B.1 A Local Union and the Local Mechanical Contractors Association Zone Association, in order to stay competitive in the local geographic area, may amend the terms and conditions of its local appendix. These discussions will be concluded within 10 days. All agreements regarding local appendix changes will be approved, or rejected, by the Mechanical Industrial Advisory Committee, or the parties' respective Employer/Employee Bargaining Agencies, within a maximum of five (5) working days. It is agreed that in all other aspects, the terms and conditions of the Provincial Agreement shall prevail. Failing agreement, either the Local Mechanical Contractors Association or Local Union may refer the issues to the Provincial MIAC Committee for further discussions towards an

agreement to be concluded within 10 days of such referral.

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

26C.1 The MCAO and the OPTC agree to recognize that the only Designated Regional Employer Organization (“DREO”) applicable to work covered by this Provincial Agreement in the Industrial, Commercial and Institutional sector of the construction industry in the Province of Ontario is MCAO acting on its own behalf or on behalf of a local MCA Zone Association. The MCAO and OPTC agree that they will jointly oppose any application to the Ministry of Labour by any other group of employers for “Designated Regional Employer Organization (DREO)” status (under the Labour Relations Act, 1995) applicable to work in the Industrial, Commercial and Institutional Sector of Ontario’s construction industry, as covered by this collective agreement.

26C.2 The MCAO on its own behalf and on behalf of an MCA Zone Association/DREO may apply to a Local Union affiliated with the OPTC to modify the Provincial Agreement in respect of the following only:

- 1.) The kind of work performed, which could be all work performed in the industrial, commercial and institutional sector under the jurisdiction of the Provincial Agreement or a specified kind of that work.
- 2.) The market in which the specified work is performed which will be a specific segment of the ICI sector or a specified market in it.
- 3.) The location of the work, which could be work performed in all of the Local Union’s geographic jurisdiction or a specified portion of it.

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

26C.4 Local amendments arising hereunder shall be effective for a specific period of time not to exceed

three years following the date on which agreement to the amendments was reached. Refer to Clause 26E.2 regarding process for termination of such agreements prior to this time frame.

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

26C.6 The application may seek amendments that concern the following matters only:

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

26C.7 The application shall be in writing and shall include the following:

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

26C.8 The MCAO shall serve its application on the OPTC and the affected Local Union. The MCAO and the OPTC shall provide notice of the application to all other MCA Zone Associations and Local Unions respectively for information purposes only.

26C.9 The Applicant and the Local Union will have

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

26C.10 If the parties are unable to resolve the existence of competitive disadvantage and/or are unable to agree on the appropriate Local amendment(s), the Local Union and or the OPTC shall file a Response to the application within ten days of receipt of delivery of the application containing any and all evidence and submissions that the Local Union and/or OPTC believe are relevant to:

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

by delivery to the MCAO and the affected MCA Zone Association.

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

ARTICLE 26D - ARBITRATION

26D.1 The Application will be arbitrated no later than the 14th day following delivery of the application under Clause 26C.2. The Arbitrator must:

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

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

of hearings.

26D.2

1.) In order to consider the issue of competitive disadvantage, the Arbitrator shall consider all points raised in the application and response.

2.) The Arbitrator shall determine whether the competitive disadvantage would be removed if the Provincial Agreement were amended in accordance with either of the final offers.

3.) If the amendment of the Provincial Agreement in accordance with only one of the final offers would remove the competitive disadvantage, the Arbitrator shall select that final offer.

4.) If amendment of the Provincial Agreement in accordance with neither of the final offers would remove competitive disadvantage, the Arbitrator shall select the final offer that most reduces the disadvantage.

5.) If the amendment of the Provincial Agreement in accordance with either of the final offers would remove the competitive disadvantage, the Arbitrator shall select the final offer that would be less of a deviation from the Provincial Agreement.

6.) Within 30 days of ratification of the 2007/2010 Provincial Agreement, the OPTC and the MCAO will meet to agree on a roster of arbitrators to arbitrate applications for Local Amendments of the Provincial Agreement. The appointment of arbitrators to specific applications for local amendments shall be on a rotating basis. The roster shall consist of three arbitrators. Thereafter, the OPTC and MCAO will meet within 60 days prior to expiry of the current agreement, to renew the roster of arbitrators for the subsequent agreement period. Where mutual agreement cannot be reached on the roster of arbitrators, the chair of the Ontario Labour Relations Board or its successor will be asked to appoint them.

7.) The parties shall each pay one-half of the costs and expenses of the arbitrator.

8.) Any disputes regarding whether work falls within the target area of a Local Amendment Arbitration or

any other issue dealing with the interpretation, application or alleged violation thereof will be resolved through the grievance procedure under the Provincial Agreement and shall be referred to the final offer selection arbitrator imposing the Local Amendment at issue.

ARTICLE 26E - EFFECTIVE DATES/REVIEW OF LOCAL AMENDMENT

1.) A Local Amendment Agreement reached under Article 26B or 26C or via Local Amendment Arbitration award under Article 26D shall be effective for a specific period of time not to exceed three years following the date reached/awarded, respectively.

2.) A Local Amendment Agreement reached under Article 26B or 26C or via Local Amendment Arbitration award under Article 26D may be reviewed annually by the Applicant and the affected Local Union (understanding that a request for such review may not be unreasonably objected to by the other party), and such agreement or award, as the case may be, shall cease to operate for all purposes in the event that the Local Union can establish upon agreement with the applicant or before the same arbitrator, that the competitive disadvantage no longer exists in light of subsequent market conditions. Where such agreement or award ceases to operate, any work in progress that has been contracted or tendered shall be performed under the terms of the local amendment, agreement or award.

3.) There shall be a bar of one year from the date the original application was delivered to the affected Local Union on reapplying for local amendments to the Provincial Agreement, if an application for such amendments is previously made to an affected Local Union. This part shall apply to applications that either include or are substantially the same as the previous application.

ARTICLE 27 - PNEUMATIC CONTROLS

See Appendix 15

ARTICLE 28 - PAY EQUITY

28.1 The parties to this agreement agree as of January 1, 1990 there are no predominantly female job classes within the bargaining unit, therefore, there are no pay equity adjustments required.

28.2 The statement noted in 28.1 is deemed to constitute the pay equity plan for the employer bargaining agency "Association" and the employee bargaining agency "Council".

ARTICLE 29 - DEEMED ASSIGNMENT OF COMPENSATION

The trustees of the employee benefit plans to this collective agreement shall promptly notify the Local Union of the failure by any employer to pay any employee benefit contributions required to be made under this Collective Agreement and which are owed under the said plans in order that the Program Administrator of the 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

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

ARTICLE 31 - EMPLOYMENT EQUITY

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

legislation (or law).

ARTICLE 32 - SPECIAL CONDITION HOURS OF WORK

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

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

ARTICLE 33 - FLEXIBILITY IN SCHEDULING WORK HOURS

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

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

36A - Hiring

36A.1 The Employer must hire through the Local Union Office and no one will be employed unless they are in possession of a Work Referral Slip from the Local Union Office prior to commencing work.

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

36A.3 The Employer shall be entitled to name hire up to 50% of the employees within the bargaining unit, excluding foremen, from the Out-of-Work List at the Local Union Office for work on each project. Each name-hired employee/member must have been on the Out-of-Work list for two calendar weeks immediately prior to hiring. The Local Union Business Manager shall have the discretion to permit higher percentages for name hires and to waive the two-week condition. The provisions of this clause are not intended nor meant to remove higher levels of name hire where already being used, or desired to be used in future, in any particular Zone.

36A.4 There shall be no "banking" of name-hired calls

so that any Employer not utilizing its full name-hire allowance shall not be permitted to include the unused portion of such allowance when hiring at a later date.

36A.5 The process of 50% name-hire shall be implemented by the selection of one tradesperson of the Employer's choice from the Local Union Out-of-Work List followed by one tradesperson referred by the Local Union Office from the Out-of-Work List in accordance with the Local Union Work Referral Rules.

36A.6 Layoff can be in any order, however in all cases of layoff, Local Union members shall be given preference of employment (as per Article 7.7) subject to the mobility percentage provisions in Article 36B.

36A.7 Other hiring provisions existing in the Local Appendices that are not addressed in this Article are to be maintained.

36B - Mobility

36B.1 Any Employers undertaking mechanical work within the geographic jurisdiction of a Local Union is permitted to transfer into the Local Union geographic jurisdiction only one (1) working foreman to act as the Employer's representative on each job or project. Such foreman shall be a member of the United Association and shall register at the Local Union Office and be issued a Work Referral card prior to commencing work on any project within the Local Union geographic jurisdiction.

36B.2 All employees/members of the United Association transferred into the geographic jurisdiction of a Local Union shall be deemed to be name-hires for the purposes of Article 36A and must be counted in the allowable percentage there under.

36B.3 An Employer undertaking mechanical work within the geographic jurisdiction of a Local Union is permitted to transfer, from outside the geographic jurisdiction of the Local Union having jurisdiction over the job or project, a maximum of 20% of the total bargaining unit employee workforce on each project, provided however that the transferred UA members/employees must register at the Local Union Office and

be issued a Work Referral Card.

36B.4 Any UA member/employee being transferred into the geographic jurisdiction of another Local Union must have been continuously employed in the bargaining unit under the Provincial Agreement by the Employer for a period not less than two weeks immediately prior to his/her transfer to the job or project within the geographic jurisdiction of the Local Union having geographic jurisdiction over the job or project, unless a lesser period is agreed in the discretion of the host Local Union. The Employer and the transferred member/employee must be able to verify the duration of employment prior to the transfer through his/her pay stubs and payroll records.

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

ARTICLE 37 - TRAVEL FREE ZONE

37.1 A travel Free Zone of 20 km radius from the City Hall reference point as identified in the Zone Appendix, shall apply in Zone 11 (Toronto). Applicable Zone mileage will be paid from the outside limits of this Free Zone to the job and return to the Free Zone limits.

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

ARTICLE 39 - HOURS OF WORK

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

Monday to Friday.

ARTICLE 40 - EMPLOYEES FULLY QUALIFIED

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

40.2 Where mutually agreed, the Union and Zone Association will establish a joint program to ensure all mandatory initial or upgrade safety training called for under the Occupational Health and Safety Act (excluding client specific training). The agreed to training shall be provided regularly to all employees, such that employees are fully qualified in these areas both at time of hiring/dispatch and over the course of their employment.

ARTICLE 41 - FUNDS REMITTANCE PROCESS/PENALTIES

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

41.2 Effective January 1, 2008 the Employer shall have the option to forward all funds to be remitted to the Administrator, by electronic banking deposit.

ARTICLE 42 - UA STANDARD FOR EXCELLENCE

42.1 The Parties to this Collective Agreement embrace the purpose and commit to the intent of the UA "Standard For Excellence" as found in its entirety under 42.4 below.

42.2 The Parties to this Collective Agreement agree

that matters related to the UA Standard for Excellence, that cannot be resolved on a Local basis, will only be dealt with by the Mechanical Industry Advisory Committee (MIAC).

42.3 The Contractor and the Union are advised that on any issue relating to the Standard For Excellence, it is understood and agreed that this Standard for Excellence shall not give rise to, or constitute, a violation of this Agreement.

42.4.1 Member and Local Union Responsibilities

To ensure the UA Standard for Excellence platform meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership, shall ensure all members:

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

destruction, such as graffiti, will not be tolerated.)

- Respect the UA, the customer client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable.)
- Respect and obey employer and customer rules and policies.
- Follow safe, reasonable and legitimate management directives.

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

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journey-workers 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.

ARTICLE 43 - CONSTRUCTION OR RENOVATION OF COMMERCIAL OR INSTITUTIONAL PROJECTS

1. The parties agree that this article shall apply only to the new construction or renovation of commercial or institutional projects including retail stores either free standing or located in strip (unenclosed) shopping plazas or centres or institutional projects where the contract covering the work which is performed under

the Provincial Agreement does not require for any such project more than 5,000 manhours by Members of the Local Unions (“the projects”).

2. Contractors bound by the Provincial Agreement who wish to perform work pursuant to this Article shall notify in writing the Business Manager of the affiliated Local Union in whose jurisdiction the Project is to be performed not less than 5 days before entering into any contract for performance of work covered by this Article indicating the nature of the work and type/location of Project, including declaring in writing that the number of manhours to complete the work covered by this Article at the Project shall not be more than 5,000 manhours in order that the Contractor be entitled to perform work at the Project pursuant to this Article.

3. In the event that a Contractor satisfies the requirements of paragraphs 1 and 2 hereof, it shall be entitled to perform work covered by the Provincial Agreement at a Project under this Article under the following special terms or conditions namely:

(a) The Contractor shall have at his discretion, the option of working the standard hours of work in the Local Appendices or may implement 8 hours per day at the Project, namely on Monday, Tuesday, Wednesday, Thursday and Friday. The hours established at the commencement of the Project shall remain for the duration. Start times, lunch periods and breaks shall be as per the applicable Local Union Appendix. All work performed beyond these hours shall be deemed to be overtime.

(b) All hours worked beyond 8 hours per day Monday to Friday work week and all hours worked on Saturdays shall be paid the rate of 1 ½ times the full rate of pay. Sundays and Statutory holidays listed in the applicable Local Union zone Appendix to the Provincial Agreement shall be paid at the rate of 2 times the full rate of pay.

(c) The Contractor shall be entitled to mobility rights on projects in each Local zone for not more than a total of 4 transferees within the same zone at any given time, notwithstanding any provisions to the

contrary set out in Article 36.B.3. of the Master portion of the Provincial Agreement.

(d) The Contractor (in all zones within the Provincial Agreement) shall be entitled to name hire the first one new hiree, (excluding the foremen) for any project that applies under this Article. Additional hiring will be done according to the Local Zone's hiring clause.

APPENDIX 1
ZONE 1 THUNDER BAY – LOCAL UNION 628
WAGE SCHEDULES

U.A. LOCAL 628 PLUMBERS & PIPEFITTERS
I.C.I. SECTOR WAGE SCHEDULE

EFFECTIVE DATES	May 23/10	Oct 1/10	May 1/11	Nov 1/11	May 1/12
Basic Rate					
(Journeyman)	38.05	37.60	37.82	38.05	38.95
Vacation Pay (10%)	3.81	3.76	3.78	3.80	3.89
Health & Welfare	2.35	2.35	2.35	2.35	2.35
Pension (Journeyman)	5.00	5.50	6.00	6.50	6.50
Education & Training	0.41	0.41	0.42	0.42	0.43
S.U.B.					
Article 23 - Training	0.11	0.11	0.11	0.11	0.11
Article 30	0.03	0.03	0.03	0.03	0.03
De Novo Fund	0.04	0.04	0.04	0.04	0.04
O.P.T.P.F.	incl.	incl.	incl.	incl.	incl.
O.C.S.	incl.	incl.	incl.	incl.	incl.
Union Field Dues	incl.	incl.	incl.	incl.	incl.
TOTAL	49.80	49.80	50.55	51.30	52.30
Zone Assoc. Industry					
Fund	.49	.49	.49	.49	.49
M.I.A.C ^(.01) & W.T.F					
Funds	.05	.05	.05	.05	.05
TOTAL	50.34	50.34	51.09	51.84	52.84
After Tax Deductions;					
Field Dues	.45	.45	.45	.45	.45
Contingency	.39	.48	.59	.70	.84
O.P.T.P.F.	.25	.25	.25	.25	.25
O.C.S.	.01	.01	.01	.01	.01

Local 628 have included in their Base Rate the “Ontario Pipe Trades Promotion Fund”, “Union Field Dues”, “Contingency”, and “OCS (Ontario Construction Secretariat) Fund”. After tax the full amount of each fund is deducted from Base and remitted in accordance with the Local Appendix. Included in the Association Fund is .05 towards the “Workers’ Instructive Program”. The MIAC/WTF Funds are GST taxable to June 30, 2010 and HST taxable after that. HST Registration number for these funds is: 124252065.

Foreman Plus 7%
General Foreman Plus 11%
Work Week 40 Hours

ARTICLE

NUMBER	TITLE
101	Hiring
102	Show-up Time
103	Job Steward
104	Work Break
105	Job Site Accommodation
106	Tools
107	
108	Hours of Work
109	Overtime
110	Shift Work
111	Foremen
112	Apprentices
113	Dates for Contributing and Monthly Reports
114	Camp Conditions
115	General
117	Pre-Job Conference

SCHEDULE TITLE

A	Wages
B	Vacation & Statutory Holiday Pay
C	Welfare Fund
D	Pension Fund
E	Training Fund
F	
G	Industry Fund
H	Union Field Dues and/or Promotion Fund
I	Travel Allowance
J	Board Allowance
K	Union Dues Check-off
L	Workers' Instructive Program

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

APPENDIX 1

ZONE 1 THUNDER BAY - LOCAL UNION 628

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 members shall be qualified Journeymen or Apprentices for the trade required.

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

101.3 A Contractor who within three (3) regular working days of a request to the Union (Saturdays, Sundays 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 wishes to obtain members from other United Association sources, if available. If sufficient members from other United Association sources are not available, the Contractor shall be free to obtain other workmen.

101.4 When workmen are requested by the Employer and such workmen are available in the Union Hall, the Employer shall have the right to name hire such workmen on a fifty (50) per cent basis; one man of the Contractor's choice from the out-of-work list; one man with seniority from the out-of-work list, provided such workmen are members of the Union.

101.5 Members must obtain a work referral slip from the Union prior to commencing work.

101.6 All General Foremen and Foremen shall be members of the Union.

101.7 The Association and the Union will not discriminate because of age, race, colour, creed or sex.

101.8 When piping tool cribs are required on industrial projects covered by the terms of this agreement, they

must be manned by a Union member. The Employer agrees to give preference to older or handicapped members in filling this position.

101.9 RECALL: It will also be the Employer's prerogative to rehire any man on the out-of-work list who was employed by the Employer for a period of nine (9) months prior to lay-off, but said Employee must be rehired within a three (3) month period, starting at the lay-off date.

101.10 LICENSING: No workman will be employed to do any work in Thunder Bay, in connection with sanitation of the city water system, who is not in possession of a Provincial License.

No workman shall be allowed to install steam or wet heat unless he is in possession of an Ontario Provincial Steamfitter's Certificate or Plumber Certificate.

101.11 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 two (2) 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 work cannot proceed, the Employee so affected shall receive his applicable rate of pay for the time spent working on the job, but not less than two (2) hours pay, and all other applicable benefits. He may, however, be required to perform work of his trade as directed by the Contractor or his representative.

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

ARTICLE 103 - JOB STEWARDS

103.1 A Job Steward shall be appointed by the Union

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

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

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

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

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

ARTICLE 104 - WORK BREAK

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

104.2 When overtime begins immediately after the

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

Such meals as are provided shall be consumed on company time and must be consumed on jobsite and eaten in a reasonable amount of time.

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

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

ARTICLE 105 - JOB SITE ACCOMMODATION

105.1 Adequate heated shacks or accommodation shall be provided by the Contractor on each project when necessary. The location of such shacks or accommodation will be determined by the Contractor.

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

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

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

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

105.5 Where it is necessary for an Employer to

supply transportation on the site, the vehicle shall be covered, heated and seats provided.

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

ARTICLE 106 - TOOLS

106.1 Each journeyman plumber shall supply a reasonable set of hand tools.

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

One Pair 8" Pliers

One Torpedo Level

One 10' Tape

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

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

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

106.6 All tools willfully damaged by the employee shall be paid for by the employee, provided a tool voucher is signed by him and he is permitted to be present when tools are checked off at termination of employment, and also, provided he is equipped, by the Contractor, with a suitable tool box with hasp and lock.

ARTICLE 108 - HOURS OF WORK

108.1 The ordinary hours of work, Monday to Friday inclusive, shall consist of eight (8) hours work between 8:00 a.m. and 4:30 p.m. with one-half hour unpaid lunch from 12:00 noon until 12:30 p.m. and two (2) 10

minute paid coffee breaks. If mutual arrangements between the Contractor and Union are made these hours may be changed by one (1) hour as per Standard Article 33.

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

ARTICLE 109 - OVERTIME

109.1 All hours worked on Saturdays and Sundays and the Statutory Holidays listed in Article 6 when worked shall be paid at double time.

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

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

ARTICLE 110 - SHIFT WORK

110.1 If shift work should become necessary in addition to the ordinary hours of work, one (1) full additional shift must be worked in each twenty-four (24) hour period. It is recognized that when conditions allow only night work, the provisions of Paragraph 110.6 of this Article shall prevail. Refer to Standard Article 32 regarding special condition hours of work.

110.2 Shift work must be worked for at least four (4) consecutive regular work days. These may be based on consecutive regular work days, weekends or holidays,

providing the applicable weekend and/or holiday premiums are paid.

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

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

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

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

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

ARTICLE 111 - FOREMAN

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

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

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

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

ARTICLE 112 - APPRENTICES

112.1 The Contractor and the Union agree to fully support and implement the provisions and intent of the Ontario Apprenticeship and Tradesmen's Qualification Act and to be governed by all terms of the Act as in effect, or as amended.

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

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

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

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

ARTICLE 113 - DATE FOR CONTRIBUTING AND MONTHLY REPORTS

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

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

ARTICLE 114 - CAMP CONDITIONS

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

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

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

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

1. CAMP SITE:

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

2. OCCUPANCY:

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

3. ACCOMMODATION:

a) The standard accommodation shall be one hundred and twelve (112) square feet of floor space per room for two (2) men.

b) Two (2) enclosed clothes cupboards of at least six (6) square feet floor space and of sufficient height to allow the hanging of overcoats and the like.

c) One (1) light for each bed, one (1) ceiling light for each room, one (1) wall plug for each bed.

d) Two (2) beds per room with box spring mattresses at least six (6) feet in length.

e) One (1) window per room, one (1) mirror per room, one (1) table and two (2) chairs per room, one (1) waste paper basket per room.

f) Rooms to be fully enclosed with a door and lock and key.

g) There should be individual room temperature control by valve or damper.

h) Clean linen once a week, blankets laundered out every three months, or when deemed necessary. New man to be supplied with clean blankets and sheets.

i) Interior of bedrooms painted, including washrooms.

j) All floors in all rooms to be covered with material other than wood; e.g., lino or tile.

114.2 TOILET AND WASHROOM FACILITIES:

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

114.3 RECREATION

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

114.4 MOBILE CAMPS

- a) In the matter of mobile camps, such mobile camps are acceptable providing the standards of accommodation equal that which are outlined as follows:
- b) Only trailers that are built, conveyed to the camp site, set up, maintained by members of affiliated Unions to the various Building Construction Trades Councils will be acceptable.
- c) When trailers are used, they must be spaced not less than seven (7) feet apart and be staggered so that when

doors are opened, the hallways are not blocked.

d) Washrooms and dining trailers must be situated so that they are readily accessible by weatherproof walkways from the sleeping trailers.

e) There must be individual heat in each room occupied by two (2) men by propane heat or the equivalent of not less than 20,000 B.T.U.

114.5 CATERING

a) Cafeteria style of serving meals will be acceptable providing dishes are carried back by the culinary staff.

b) The food shall be of good quality and have the approval of the Camp Committee of the Building and Construction Trades Council of Ontario.

c) There shall be sufficient housekeeping staff supplied by the culinary workers to keep the bunkhouses clean, and beds shall be made up each day by such staff.

d) Kitchen facilities, equipment and food supplies shall be subject to inspection by the duly authorized Camp Committee at any and all times and further, all grievances shall be dealt with by said Committee.

ARTICLE 115 - GENERAL

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

(i) National signers; or

(ii) licensed Plumbing and Heating Contractors in Ontario and Thunder Bay; or

(iii) any Contractor having a mechanical division; or

(iv) any Contractors engaged in process piping; or

(v) any Contractor for whose Employees the Union may after November 20, 1972, obtain bargaining rights through certification, voluntary recognition or otherwise in the geographic area and sectors set out in the unit of Employers described in any decision or Certificate to be used by the Ontario Labour Relations Board in the said accreditation proceedings.

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

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

ARTICLE 117 - PRE-JOB CONFERENCE

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

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

- SCHEDULES -

A WAGES

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

- \$38.05 per hour effective May 23, 2010
- \$37.60 per hour effective October 1, 2010
- \$37.82 per hour effective May 1, 2011
- \$38.05 per hour effective November 1, 2011
- \$38.95 per hour effective May 1, 2012

2. Foreman shall receive a minimum of 7% per hour above the journeymen base wage rate noted in

Schedule A1.

- i.e. \$40.71 per hour effective May 23, 2010
- \$40.23 per hour effective October 1, 2010
- \$40.47 per hour effective May 1, 2011
- \$40.71 per hour effective November 1, 2011
- \$41.68 per hour effective May 1, 2012

General Foremen shall receive a minimum of 11% per hour above the journeyman base rate noted in Schedule A1.

- i.e. \$42.24 per hour effective May 23, 2010
- \$41.74 per hour effective October 1, 2010
- \$41.98 per hour effective May 1, 2011
- \$42.24 per hour effective November 1, 2011
- \$43.23 per hour effective May 1, 2012

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

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

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

B. VACATION AND STATUTORY HOLIDAYS

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

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

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

C. WELFARE FUND

1. Each employer shall contribute to the Unions Health and Welfare Fund for each hour's pay earned by each of his employees, the sum of \$2.35. Refer to Article 30 for additional contribution related to continuation of benefits.

D. PENSION FUND

1. Each employer shall, contribute to the Union's Pension Fund a sum equal to;

\$5.00 May 23, 2010

\$5.50 October 1, 2010

\$6.00 May 1, 2011

\$6.50 November 1, 2011 for each hours pay earned by each of his employees.

2. The Pension Fund is administered by a Board of Trustees appointed by the Union under a Trust Agreement.

E. EDUCATION & TRAINING FUND

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

G. INDUSTRY FUND

1. The employer agrees to contribute 44 cents per employee earned hour to the Mechanical Contractors Association, Thunder Bay.

2. The moneys thus paid shall be known as the Zone Association Industry Fund and shall be used for the general purposes of the Zone Association including the Zone Association's costs of negotiating and administering this Agreement.

3. The contributions for the Zone Association Industry Fund shall be paid to the Administrator of the Welfare Fund as shown on the Employer's Contribution

Report at the rates specified in paragraph 1 and remitted at the same time as the Welfare contributions. The Administrator shall keep Association Industry Fund payments entirely separate from contributions to the Welfare Fund and deposit the funds monthly in a Trust Company or Bank as designated and instructed by the M.C.A. Thunder Bay.

4. The M.C.A. shall reimburse the Administrator for costs involved in the monthly receipts and disbursements for the Zone Association Industry Fund. Arrangements for the procedures and fees shall be made directly between M.C.A. Thunder Bay and the Administrator.

H. UNION FIELD DUES/CONTINGENCY

1. The Employer agrees to deduct the sum of 2% of the basic rate + vacation pay for each hour's pay earned; October 1, 2010 - 2.25% of the basic rate + vacation pay; May 1, 2011 - 2.5% of the basic rate + vacation pay; November 1, 2011 - 2.75% of the basic rate + vacation pay; May 1, 2012 - 3%, from each Employee and agrees to remit said amount to the Administrator of the Union Field Dues/Contingency Fund.

I. TRAVEL, TRANSPORTATION ALLOWANCE AND COMMUTING

Commuting:

1. Where an Employee is required to commute daily or travel to a job from Thunder Bay (or point of accommodation) to a job site outside the 35 km travel free zone (which exists from the designated Post Office) he shall receive as a Travel Allowance \$1.00 per km travelled beyond the 35 km free zone. The Employee shall be on the job at regular starting time and work a full shift. Mileage is to be computed from the free zone boundary and return. The above conditions will also apply on out of town jobs where suitable accommodations are not available within 35 km of the designated work site. Refer to Article 37 re: the Standard Provincial Travel Free Zone

– which supersedes this schedule, where in conflict.

Employer provided transportation:

2. Where transportation is provided by the employer, the employee shall receive \$0.65 per km transportation allowance beyond the 35 km free zone effective May 23, 2010.

Employer Provided Accommodation:

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

Fly in Camp Projects:

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

Employee transfers:

5. Where an employee is transferred directly from any out of town job to another out of town job he shall receive the Travel or Transportation Allowance computed from one location to the next referred to in Par. I (1) OR Par. I (2). He shall also receive hourly room and board referred to in Schedule J for the regularly scheduled hours on the job he is leaving that day.

Room and Board Projects:

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

7. If an employee is travelling to an out of town job on company time, in his own vehicle, he shall receive \$0.35 per km, transportation allowance and room and board for every hour allowable under Schedule J, including his travelling time.

J. BOARD ALLOWANCE

1. All employees working on a job who because of the location of the job site, are required to maintain temporary living quarters away from their permanent residence shall receive a board allowance as follows: effective May 23, 2010

- \$14.00 per straight time hour paid
- \$14.00 per hour paid for 8 hours on any day that overtime is worked
- On a day where straight time and overtime are worked, only the straight time hours shall apply.
- Room and Board paid to not exceed 56 hours/week.

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

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

4. When a camp that is deemed to be acceptable to both union and employer is established, it is the Employers' option to provide the Employee at no cost to he or she camp accommodation or the board allowance as outlined in Par. J(1). Where an Employee has chosen not to live in camp, they shall be responsible for their own accommodation and meals as well as not qualify for daily Travel or Transportation Allowance. If a camp is provided by the client all employees will be required to stay in camp (provided the camp is deemed suitable by union and employer).
5. First week board allowance to be paid Friday of the week and weekly or bi-weekly to correspond with Article 5 of Collective Agreement.

K. UNION DUES CHECK-OFF

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

L. WORKERS INSTRUCTIVE PROGRAM

1. The Employers agree to contribute five cents (5¢) per employee per hour worked to the Workers Instructive Program from the Industry Fund.
2. The moneys thus paid shall be known as the W.I.P. Fund and shall be used for Construction Safety Training and Journeyman Training.
3. The contributions for the W.I.P. Fund shall be remitted to the Union Office together with a full check-off list of employees not later than the fifteenth (15th) of the following month in which contributions were made.
4. The Fund shall be jointly administered by equal representation from Local 628 and the Mechanical Contractors Association Thunder Bay.

APPENDIX 14

PNEUMATIC CONTROLS

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

ARTICLE VI - UNION REPRESENTATION AND ACCESS TO JOBS

19. Authorized representatives of the Union shall have access to Jobs where employees covered by this agreement are employed, and it shall be the responsibility of the employer to provide the authorized union representatives with such access.

20. Where, the employer's work force, 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 it's discretion, assign journeyman and/or foreman from the area in which the Employer is located to work each job or jobs, within the territorial jurisdiction of another local union in accordance to Article 36. Where this is done they shall be permitted to work without the Employer being required to hire any other employee.

30. When an employee is assigned as set forth above in paragraph 29, he shall work under the following rules:

1. When wages, overtime, and working conditions differ from those of his home local, the better shall apply.

2. All the legally negotiated fringe benefit contributions, or deductions under his home local union's agreement, shall be paid only to the Trustees of the Fringe Benefit Funds of his home local union.

3. He shall be paid for travel in accordance with Article X.

4. He shall be permitted to work without being required to take out a travel card, working permit, or pay assessment of any kind, unless he is scheduled to work in the territory for a period of at least thirty (30) consecutive work days.

31. Employees referred to jobs shall report to a location designated by the Employer. When requested to stay away from home overnight the Employees shall be reimbursed for meals and lodging at reasonable rates which, when not previously established, will be substantiated by receipts.

32.1 Journeymen with specialized skills shall perform any work assigned by the Employer which comes within the coverage of this Agreement, and there shall be no limit on production by workmen nor restriction on the full use of tools and equipment.

32.2 There shall be no standby crew nor feather-

bedding practice.

33. Selection and employment of apprentices and the administration of the local apprenticeship system shall be governed by the terms and procedure provided in the local agreement of the local union having jurisdiction.

34. The selection of applicants for referral to jobs shall be on a non-discriminatory basis.

ARTICLE X - USE OF PERSONAL CARS

36. Employees covered by this Agreement are permitted to use their personal automobiles for transportation from one job to another during the work day and for transporting company tools and material. There will be no discrimination against those who do not wish to use their personal automobiles. The Employer, at his discretion, may supply a vehicle for such purposes.

37. Where an employee is authorized to use his personal automobile as covered in Paragraph 36, he is to be reimbursed for costs of business mileage, which will include operation, maintenance, insurance, etc.

38. Employees operating their vehicles in accordance with sections 36 and 37 will be reimbursed at the average of the current published rates as established by the Federal Treasury Board travel regulation to be effective the first day of January following said publication plus a premium of \$0.10 per kilometer. The rate as of May 14, 1992 will be \$0.33 per kilometer, plus \$0.10 premium per kilometer, effective on the first payroll period following May 14, 1992.

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

ARTICLE XI - PAY DAY

39. Pay day shall be once each week on the fourth

working day following the end of the Employer's payroll period, which shall be Saturday at 12:00 midnight, except for extenuating circumstances beyond the control of the Employer. Employees are to be paid, at the option of the Employer, in cash or negotiable payroll check, or by direct banking deposit to the Employee's account. When employees are laid off, or discharged, they shall be immediately paid all wages due.

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

ARTICLE XIV - FABRICATION

44. In order to secure work for employees working at the job site under this Agreement, and in order to protect wages and working conditions of such employees, the Employer shall:

1. Fabricate all pipe on the job site or in the Employer's local shop.
2. Do work, coming under this Agreement, on all control centers, panel boards, gauge boards, and cabinets on the job site, in the Employer's local shop, or in the Employer's central fabrication shop, wherever it may be located.

APPENDIX A

LETTER OF UNDERSTANDING

RE: ARTICLE 24

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

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

ronment 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 this 29th day of November, 1982

M.C.A.O.

O.P.T.C.

Signed: Jack McCarron

Signed: Wm. Howard

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 this 29th day of May, 1995

M.C.A.O.

O.P.T.C.

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.

Date at Toronto this 28th day of November, 1982.

For:

M.C.A.O.

For:

O.P.T.C.

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 effect any work in progress. Per Memorandum of Agreement signed by M.C.A.O. and O.P.T.C. on May 11th, 1992.

LETTER OF UNDERSTANDING

RE: TRUSTEE STRUCTURE

A number 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

M.C.A.O.

O.P.T.C.

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

M.C.A.O.

O.P.T.C.

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 M.C.A.O.

O.P.T.C.

LETTER OF UNDERSTANDING

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

The Mechanical Contractors Association of Ontario representing Union Contractors employing UA members in the Province of Ontario who perform the

work of installing and maintaining mechanical systems in the ICI Sector.

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

The introduction in recent years of a number of Legislative amendments to the Ontario Labour Relations Act has negatively impacted and destabilized our Industry. The parties 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 advancement of the Unionized Sector.

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

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

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

Signed this 13th day of May 2001

Signed on behalf of the Mechanical Contractors Association of Ontario

and

the Ontario Pipe Trades Council

LETTER OF UNDERSTANDING

RE: ICA INDUSTRY FUND

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

April 5, 2007

On behalf of MCAO: On behalf of OPTC:

LETTER OF UNDERSTANDING

RE: ARTICLE 36A.3.1

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

March 28, 2007

On behalf of MCAO: On behalf of OPTC:

THIS AGREEMENT entered into this 3rd day of March, 2010.

BETWEEN:

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

(“the Council”)

- and -

THE MECHANICAL CONTRACTORS ASSOCIATION ONTARIO

(“the Association”)

LETTER OF UNDERSTANDING

The parties agree with one another to comply with the attached initiative from the Director of Canadian Affairs, U.A. dated November 20, 2009 “Pipe Fabrication in Canada”, including the term or duration of such initiative for a period of 3 years commencing on May, 1 2010 until April 29, 2013, notwithstanding any provision to the contrary in Article 24 of the Master Portion of the Provincial Agreement.

DATED at Toronto, this 3rd day of March, 2010

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

THE MECHANICAL CONTRACTORS ASSO-
CIATION ONTARIO

November 20, 2009

Pipe Fabrication in Canada

Brothers,

Since my letter dated October 27th, 2009 regarding pipe fabrication for comfort heating and cooling and plumbing I have received numerous letters from across the country. The majority of these letters support the concept with only one local having minor reservations to opening up this avenue for our fair contractors.

These responses show me we are recognizing the need to adapt and modify our practices to “move forward” and recapture our rightful market share.

It is time to put our trust in one another and work with our industry partners to regain our position as the workforce of choice in the piping industry across this country. As you have heard me say numerous times before if we retain the status quo there will be no UA in the foreseeable future and therefore no one to fight for the rights of our loyal members and their families.

I realize that in many areas across the country collective agreements will be renewed in the coming months. Some might say that this issue should rightfully be decided at the bargaining table. Well history tells me that initiatives such as this seldom remain on the table when bargaining gets down to the final strokes, and in the end we settle for money and little else that will help our industry.

It is my belief that by putting forward this **National Initiative** we will be sending a message to our contractors and clients that the UA is serious about change and they should join us in the fight to better our competitive position in the marketplace.

I recognize there will be challenges. I am also confident that we have the fortitude and political will necessary to develop the trust and cooperation with our members and fair contractors that we need to be successful. I have faith in our leaders across this country that they will heed the message given to us by our members to get back our markets and get back their job opportunities.

I have been travelling across this country over the past few months and the feedback I am getting from our members is that they support positive change and they support forward thinking and progressive leadership. As we move forward our leaders will need to be innovative free thinkers with the vision to follow the course set out by our Strategic Planning Committee and the mental toughness needed to outthink and out work our competition, while communicating and connecting with the 95% or better of our members who truly are the UA.

So how will it work?

The initiative that I will be presenting to our contractors is as follows:

- Signatory contractors working under the terms and conditions of local or provincial ICI collective agreements will have the right to pre-fabricate piping four inch (4") and over for any comfort heating and cooling in any of their facilities under agreement with the United Association.
- In any jurisdiction that has mandated mobility provisions (such as Ontario) in their agreement the installing contractor must provide to the local union Business Manager, where the piping is to be installed, an accurate assessment of the full-time

equivalent of manpower performing the work in their shop and the mobility provisions will be reduced accordingly.

- Signatory contractors working under the terms and conditions of local or Provincial ICI collective agreements wishing to pre-fabricate plumbing (all sizes) will contact the local union Business Manager, where the plumbing is to be installed, and demonstrate the cost efficiencies for such fabrication and perform a similar assessment of full-time manpower equivalencies regarding mobility.
- This initiative will be in effect for a period of two years commencing January 1st, 2010 and ending on December 31st, 2011. It will apply to any job bid during that period.
- The Canadian Director with the area representatives will review this initiative on or about November 30th, 2011 to determine whether the initiative should be extended, at that time, and periodically thereafter if the program is continued.
- During the course of the initiative being in effect it is expected and necessary that both successes and difficulties with this program be communicated in writing to the Canadian Office or to the appropriate area representative to ensure that the initiative meets the requirements for which it was developed. Our signatory contractors will be required to do the same.

Thank you once again for your feedback on this issue and I expect all locals to co-operate fully to ensure that this program enables us to regain market share and increase job opportunities for our members from coast to coast.

Fraternally Yours,
John Telford
Director of Canadian Affairs, UA

*“WE KNOW OF NO TRADE, BUSINESS OR
CALLING IN THE COMMUNITY WHICH
MORE VITALLY AFFECTS THE PUBLIC
HEALTH AND SAFETY OF CITY DWELLERS
THAN THAT OF PLUMBING.”*