

between Metropolitan Plumbing  
and Heating Contractors' Association and  
The United Association of Journeymen  
and Apprentices of the Plumbing and  
Pipe Fitting Industry of the United States  
and Canada, Local Union 46



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**METROPOLITAN PLUMBING  
& HEATING CONTRACTORS ASSOCIATION**

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**RECEIVED**  
JUL 20 2005

This Agreement Dated this 13th day of May, 2004.

Between:

METROPOLITAN PLUMBING  
AND HEATING CONTRACTORS ASSOCIATION  
(Hereinafter referred to as the Association) of the first part  
-and-

THE UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY  
OF THE UNITED STATES AND CANADA, LOCAL UNION 46  
(Hereinafter referred to as the Union) of the first part

#### ARTICLE 1 - PURPOSE

- 1.01 Whereas the Association is the Accredited Bargaining Agency representing contractors engaged in the business of plumbing, heating, air conditioning and associated piping systems and complete fire protection systems in the High-Rise Residential Sector.
- 1.02 And whereas the Parties hereto desire:
- (a) to promote the business of plumbing, heating and air condition, refrigeration, fire protection systems, pipe fitting and related skills;
  - (b) to organize persons who are qualified therein;
  - (c) to ensure a standard of efficiency among such persons for the protection of the public;
  - (d) for those engaged in such business to establish and maintain fair conditions;
  - (e) to settle differences that may arise between the parties hereto; and
  - (f) to maintain industrial peace.

#### ARTICLE 2 - RECOGNITION

- 2.01 The Association on behalf of Residential High-Rise Contractors hereby recognizes Local 46 as the exclusive Bargaining Agent for all field personnel of the Contractor in the High-Rise Residential Division, save and except Superintendents, and those above the rank of superintendent.
- 2.02 The agreement shall be applicable and effective within the geographic boundaries of the City of Toronto; the Regional Municipality of York and that portion of the Regional Municipality of Durham lying west of Durham Regional Road 23 from Lake Ontario to Lake Simcoe and including the Town of Ajax, the Town of Pickering, Uxbridge Township and Georgina Township; and Dufferin County; and the Regional Municipality of Peel; and that portion of the Regional Municipality of Halton lying east of Trafalgar Road and south of highway 401 to Lake Ontario, and any extensions of such geographic area required to cause it to conform to the full geographic scope of the jurisdiction of the union.

- 2.03** When an employee working under this Agreement is requested by the Employer to work outside the boundaries described in 2.02, the terms and conditions of the Agreement will apply.

**ARTICLE 3 - JURISDICTION (SEE LETTER OF UNDERSTANDING)**

- 3.01** The work covered by this Agreement shall be that which is normally related to the Plumbing and Pipe Fitting Industry and complete fire protection and gas piping systems which are contracted by the company's signatory to this Agreement (see Letter of Understanding, Appendix I).
- 3.02** All Collective Agreements negotiated by Local Union **46** shall be available and accessible to the signatories of this Agreement.
- 3.03** 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.
- 3.04** Jurisdictional disputes that may arise after the enforcement of this Agreement shall be referred to either the Ontario Labour Relations Board (O.L.R.B.) or the Impartial Jurisdictional Dispute Board (I.J.D.B.) or a Successor Group, for a final binding decision.
- 3.05** Subject to the conditions contained in Article **3.02** and **3.04** above, and subject to jurisdictional agreements between trades, decisions of record and local area practice, this Agreement covers the unloading distribution and hoisting of all equipment and piping for plumbing and/or pipe fittings systems, and the fabrication installation and handling of all plumbing, pipe fitting and industrial process control systems (fire protection systems), and air conditioning systems. Without limiting the generality of the foregoing, this agreement covers the installation of new piping systems and related equipment, and the removal and relocation of all piping systems and related equipment for the purpose of renovation, retrofit, reconstruction, replacement or relocation. Where no work claim dispute exists, the original assignment of the above works shall be to the U.A.
- 3.06** The operator of rented and/or leased mobile hoisting equipment is not covered by this Agreement.
- 3.07** Jurisdictional disputes shall not be used to cause work stoppages.

- 3.08** Where the employer is responsible for the initial identification of the tagging of valves, instrument panels and piping, such work shall be performed by members of the United Association.
- 3.09** All on-site hole drilling, setting of sleeves and inserts required for the installation of mechanical services under the control of the contractor, shall be performed by members of the United Association.
- 3.10** Where the United Association Contractor is responsible for the installation of all heating and cooling elements in ventilation systems, the installation of all units with heating, cooling coils and elements shall be performed by members of the United Association.
- 3.11** All convector covers, hangers, mounting systems and end caps for radiation systems will be unloaded, distributed and installed by members of the United Association.
- 3.12** All handling and installation of washroom accessories shall be performed by members of the United Association as per established area practice.

#### ARTICLE 4 - HOURS OF WORK

- 4.01** The regular work week shall constitute thirty-nine (39) hours Monday through Friday.
- 4.02** The regular work day shall be between the hours of 7:30 am and 5:00 p.m. A maximum of eight (8) hours per day shall constitute the regular work day. If mutual agreements can be made within individual shops consistent with the term of this Agreement, the starting and stopping times may be changed. Any such mutual arrangements must be made between the contractor and the Union.
- 4.03** Double the regular hourly rate shall be paid for all hours worked in excess of the regular work day.
- 4.04** Double the regular hourly rate shall be paid for all hours worked on Saturday and Sunday and any of the following holidays:
- |                |                                |
|----------------|--------------------------------|
| New Year's Day | Labour Day                     |
| Good Friday    | Thanksgiving Day               |
| Victoria Day   | Christmas Day                  |
| Canada Day     | Boxing Day                     |
| Civic Holiday  | Heritage Day (when legislated) |

#### ARTICLE 5 - PAY FOR VACATION AND STATUTORY HOLIDAYS

- 5.01** Vacation pay shall be 5% of an employee's basic hourly rate. Statutory Holiday pay shall be 5% of the basic hourly rate.
- 5.02** Effective May 1, 1987, pay for vacation and statutory holiday pay shall be paid weekly in the pay cheque in the rates outlined in Article 5.01

## ARTICLE 6 - UNION SECURITY

- 6.01** As a condition of employment, an employee must be a member and remain in good standing with the Union.
- 6.02** Whenever after reasonable notice (48 hours) the Union is unable to supply field personnel with the required qualifications in sufficient numbers to meet the requirements of the contractor, then the contractor may obtain this personnel from other sources, such field personnel secured from other sources must sign an application for membership in Local Union 46 before starting work.
- 6.03** All field personnel secured from other sources, who meet the requirements of the Union hired under circumstances outlined in this section shall be issued with a work assignment card forthwith.
- 6.04** No field personnel shall be employed or continue to be employed who do not carry this work assignment card.
- 6.05** There is to be no distinction between Residential and Commercial Journeymen and there is to be free movement between all sectors and projects.

## ARTICLE 7 - HIRING, TERMINATION AND WORK PRACTICES

- 7.01** Only certified members of Local Union 46, and duly indentured apprentices registered under the Apprenticeship and Tradesmen's Qualification Act of Ontario shall handle any tools and material of the trade.
- 7.02** 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 or shop off site with the Union and shall employ members of the Union to perform the work. The above shall not be deemed to include regular items of self-contained packaged equipment, with associate integral piping normally listed in manufacturers' catalogues, or piping from recognized United Association Fabrication Agreement Shops.
- 7.03** Any contractor who is found by the Joint Conference Board to have violated Section 2 of this article may be required by the Board to prove all future pre-fabrication will be done in accordance with the requirements of Section 2 of this article.
- 7.04** There shall be a form known as a "Work Referral Slip." This shall be issued by the Local Union to members when they have secured a job, either through the Local Union Office or their own solicitation. Employers may only hire those members who tender a work referral slip before commencing employment.

- 7.05 An employee who reports for work at the employer's shop or site, unless directed not to report the previous day by his employer, and for whom no work is available due to reasons other than inclement weather, shall, provided he reported for work the previous day, receive a minimum of four (4) hours reporting time and shall remain at other work if requested to do so by the foreman.
- 7.06 At initial hiring the employee shall give the contractor or his representative the following document: Social Insurance Number. Each employee shall also sign acknowledgment of the same at termination of employment.
- 7.07 When an employee's services are terminated by the contractor he shall receive two (2) hours pay at his basic rate in lieu of any notice.
- 7.08 Whenever an Employment Insurance Separation Certificate, vacation pay, and all wages due him including two (2) hours severance pay as provided for in Article 7.07 above are not given to employees at the time of termination, they shall be sent by the employer affected to the employee by registered mail to his last known address on file with the company within 48 hours of time of termination.
- 7.09 The Contractor shall be required whenever possible to maintain a minimum ratio of one (1) journeyman over fifty-five (55) years of age, for every five (5) journeymen in his employment. This ratio must be maintained if such journeymen are available.
- 7.10 Utility workers may be employed by a signatory contractor to this Agreement for the purpose of performing work on site or the contractor's shop, that is not normally performed by the plumbers and steamfitters in the employ of the Company.
- 7.11 Utility workers shall be members of the Union in good standing at all times, as a condition of employment. An "entry" level employee shall be paid at the rate of 60% of Journeyman's wage, plus applicable benefits as provided for in the pay schedule. Upon achieving one year's experience, the base rate shall be 70% of the Journeyman's rate, plus applicable benefits as provided for in the pay schedule.

#### **ARTICLE 8 - WAGES AND PAYMENT**

- 8.01 The minimum rate of wages for working foremen shall be twelve percent (12%) per hour above the Journeyman's basic hourly rate.
- 8.02 There shall be a foreman appointed by the contractor on all projects requiring four (4) or more workmen under a foreman.
- 8.03 The minimum hourly rate of wages for certified journeymen shall be effective May 1, 2004 - \$33.86; November 1, 2004 - \$33.50; May 1, 2005 - \$34.09; May 1, 2006 - \$35.00.



- 8.04** Wages shall be paid by cheque not later than Thursday (12:30 p.m.) of each week. Pay cheques to be delivered to job sites. If paid by cheque on Thursday and a Holiday occurs on Thursday, payment by cheque shall be on the preceding Wednesday.
- 8.05** 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.
- 8.06** 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 9 - REGISTERED APPRENTICES**

- 9.01** Apprentices will be hired in the ratio stipulated by the Apprenticeship and Tradesmen's Qualifications Act, September 1972, and the rate of wages shall be: 1st year - 40% of the Journeyman's rate; 2nd year - 50% of the Journeyman's rate; 3rd year - 60% of the Journeyman's rate; 4th year - 70% of the Journeyman's rate; 5th year - 85% of the Journeyman's rate.
- 9.02** Employer shall notify the Union when discharging any apprentice.
- 9.03** Employer to notify Union when apprentice is required to attend full-time school training.
- 9.04** A contractor who has laid off an apprentice prior to the expiry of his contract shall rehire a replacement if available comparable to the apprentice previously laid off.
- 9.05** The contractor is guaranteed on his request one (1) apprentice to every five (5) journeymen. The union shall supply registered apprentices with the qualifications and in sufficient numbers to meet the requirements of the contractor making the request. If the Union is unable to supply such apprentices within five (5) working days then the contractor involved may request the formation of a committee on two (2) working days notice made up of three (3) residential contractors and three (3) Local Union 46 representatives in order to settle any differences. If differences cannot be resolved within seven (7) working days the issue shall go to the Joint Conference Board and shall follow the grievance procedure.
- 9.06** To assure the industry of an adequate supply of properly trained and skilled mechanics, the Union agrees that there shall be a Joint Training Apprenticeship Committee to which the Mechanical Contractors' Association Toronto and the Union shall each appoint six (6) representatives. This committee shall be responsible for:

- (a) An Apprenticeship Program under which the Local Apprenticeship standards shall be administered and also co-ordinated with the Apprenticeship Tradesmen's Qualifications Act, 1972, and amendments thereto, and
- (b) A Journeyman Training Program under which advanced training programs will be administered and co-ordinated for the purpose of enabling journeymen to acquire a full and complete knowledge of the advancement, new techniques and skills in their crafts.

The Union agrees that this Committee shall meet monthly except during August and September, at the request of either chairman of the respective parties' committees (being the M.C.A.T. Representatives or the Union Representatives). Three (3) representatives of each party shall constitute a quorum. At meetings of this Committee no more than three (3) representatives of each of the Parties shall cast a vote, and in the event of a tie vote the matter shall be referred to the Joint Conference Board for settlement. This Committee shall, on behalf of the contractors, give to each steamfitter apprentice completing his fourth period of apprenticeship and receiving a qualifying mark of 70% or over as established by this Committee in the Junior Mechanics' examination conducted under its auspices, a tangible award in recognition of this attainment. This tangible award shall be in accordance with the recommendations of the Committee in the approximate amount of \$100.00.

The proportion of apprentices to journeymen shall be in accordance with the Ontario Apprenticeship and Tradesmen's Qualifications Act, 1972, and amendments thereto, (Change to the proportion of apprentices to journeymen may be recommended by the Joint Training and Apprenticeship Committee for a decision of the Joint Conference Board.) Subject to Article 9.05. All prospective apprentices must have completed at least a grade ten (10) education and must be approved by this Committee and registered with the Union before being employed.

9.07 The Joint Training and Apprenticeship Committee will survey the High-Rise Residential Sector of the construction industry to determine their apprenticeship needs, b) In recognition of the special requirements of the High-Rise Residential Sector of the construction industry, the Union agrees to give full consideration of the contractors apprenticeship requirements.

\* See Letter of Understanding agreeing to support Metropolitan Plumbing and Heating Contractors Association secure representation on Joint Training Apprenticeship Committee.

**9.08** 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 effective January 1st, 1996.

#### ARTICLE 10 - HEALTH BENEFITS PLAN

**10.01** Each contractor shall contribute to the Local Union 46 Health Benefits Plan a sum equal to **\$2.37** (May 1, 2004), **\$2.57** (November 1, 2004), **\$2.82** (May 1, 2005), **\$2.97** (May 1, 2006 - April 30, 2007) per hour for each hour's pay earned by each employee.

#### ARTICLE 11 - PENSION PLAN

**11.01** Each contractor shall contribute to the Local Union 46 Pension Plan **\$5.50** (May 1, 2004), **\$5.70** (November 1, 2004), **\$5.90** (May 1, 2005), **\$6.10** (May 1, 2006 to April 30, 2007) per hour for each hour's pay earned by each of his employees.

#### ARTICLE 12 - TRAINING FUNDS

**12.01** Each contractor shall contribute to the Local Union 46 Training Fund, established to further the training of Local Union 46 members, a sum equal to twenty-six cents (**\$0.26**) per hour earned by each of his employees.

**12.02** Each contractor shall contribute to the Provincial Training Fund, a sum equal to two cents (**\$0.02**) per hour earned by each of his employees.

**12.03** Each contractor shall contribute to the International Training Fund, a sum equal to five (**\$0.05**) per hour earned by each of his employees.

#### ARTICLE 13 - SUPPLEMENTARY UNEMPLOYMENT BENEFIT

**13.01** Each contractor shall contribute to the Local Union 46 Supplementary Unemployment Benefit Plan a sum equal to twenty cents (\$0.20) per hour earned by each of his employees.

#### ARTICLE 14 - ONTARIO PIPE TRADES COUNCIL PROMOTION FUND

**14.01** There shall be a United Association Promotion Fund known as the Ontario Pipe Trades Council Promotion Fund. The contractors agree to deduct from each employee, the sum of two cents (\$0.02) for each hour earned and shall remit same to the Local Union Administrator.

#### ARTICLE 15 - BILL 162

**15.01** The contractor will contribute three cents (**\$0.03**) per hour earned by each employee, to the Local Union Employee Benefit Plan Administrator, to assure continuation of benefit coverage as provided for in Bill 162 and the Memorandum of Understanding dated May 1st, 1992.

## **ARTICLE 16 - DE NOVO**

- 16.01 Effective July 1st, 1992, each employer shall contribute one cent (\$0.01) from each employer and deduct one cent (\$0.01) from each employee for all hours earned to be contributed to the De Novo Program. Payment shall be made under the conditions outlined in Article 21.

## **ARTICLE 17 - LOCAL 46 ORGANIZING INDUSTRY STABILITY AND ASSESSMENT FUND**

- 17.01 Local 46 recognizes the importance of organizing as a key component complimenting the promotion of the unionized sector of the Residential High Rise Plumbing Contracting Industry.

In keeping with the mandate of the United Association, Local Union 46 will make every effort to organize the unorganized. In order to achieve these goals, a Fund shall be maintained. Contributions to this fund shall be made at the rate of thirty-five cents (\$0.35) May 1, 2004, thirty-five cents (\$0.35) November 1, 2004, forty-five cents (\$0.45) May 1, 2005, fifty cents (\$0.50) May 1, 2006 per hour earned as provided for in the pay schedule. The contributions shall be remitted to the Benefit Plans Administration Office per Article 21.

Local 46 is committed to strengthening its presence in this sector of the Construction Industry and providing the most effective representation for its membership. In pursuit of these objectives, a Program specific to the needs of the Industry will be maintained.

## **ARTICLE 18 - ASSOCIATION INDUSTRY FUND**

- 18.01 Each employer bound by this Agreement shall contribute twenty cents (\$0.20) per hour for each hour earned by each employee covered by this Agreement and remit such contribution to Local 46 Benefit Plan Administrator or to such other party as the Association shall from time-to-time determine. Such amount on receipt shall be immediately paid to the Association for the general purposes of the Association including the Association's costs of negotiating and administering this Agreement.
- 18.02 Effective July 1, 1992, each employer bound by this Agreement shall contribute twenty cents (\$0.20) per hour in the manner as outlined in Article 18.01 herein.
- 18.03 The fund shall be administered by the Board of Governors of the Association.
- 18.04 Payments for this fund shall be as detailed in Article 21 - Dates of Contributions and Monthly Reports.

## **ARTICLE 19 - CONTINGENCY FUND**

- 19.01 Effective May 1st, 2004, each employer shall deduct from the wages of each member in their employ, a sum equal to eight (\$0.08) cents per hour for each hour earned. Payments shall be made under the conditions outlined in Article 21.

## **ARTICLE 20 - UNION DUES PROMOTION FUND**

- 20.01 Each Contractor shall deduct from the wages of each member in his employ a sum equal to one and one half percent (1.5%) of base rate per hour for each hour's pay earned, as part of the gross package. Payments shall be made under the conditions outlined in Article 21 in this Agreement.

## **ARTICLE 21 - DATES OF CONTRIBUTIONS AND MONTHLY REPORTS**

- 21.01 Payments to be made by each of the contractors towards the Health Benefits Plan, Pension Plan, Training Funds, Supplementary Unemployment Benefit Plan, Ontario Pipe Trades Fund, Bill 162, De Novo Fund, Organizing Fund, Union Promotion Fund, Contingency Fund, Industry Fund, and other possible additions to Article 20 shall be made monthly and forwarded by cheque prior to the 20th day of the month following the month for which the contributions were due.
- 21.02 Such payments will be forwarded, together with a list of names of the employees for whom the contributions are being made, to the UA Local 46 Toronto Benefit Plans Administrator.
- 21.03 The Administrator shall forthwith forward to the Association the sum comprising any contributions to the Association Industry fund and to the Trustees the sums comprising contributions to the Training Fund and to the Union the sums comprising the Union Dues Promotion Fund.
- 21.04 The Administrator shall forward contributions received on behalf of the Supplementary Unemployment Benefit Plan to such person or persons under such conditions as The Joint Conference Board shall determine or direct.
- 21.05 Forms for the purpose of reporting contributions will be provided by the Administrator of the funds and triplicate copies shall be forwarded to the Administrator, one of which will be sent to the Union Office and one to the Association Office.
- 21.06 Upon written notice from the Union, it is agreed that contributions or deductions as provided for in Articles 10, 11, 12, 13, 14, 16, 17, 19 and 20 will be amended and the monetary package schedule be modified to reflect the amendments.

## ARTICLE 22 - DEFAULT OF PAYMENT

- 22.01 If any contractor shall default in remitting payments required to be made pursuant to this Article within the time specified, and default shall continue for ten (10) days or more, then in addition to any other remedy available to Local Union 46 or to any employees, such defaulting contractor shall pay to the Trustees, or to the Association in the case of Industry Fund Payments, as annualized interest rates and not as a penalty, an amount equal to ten percent (10%) of the arrears for each month or part thereof during which such default continues. The said damages shall become due and be payable upon the 21st day of the month following the month for which contributions were to be made. The ten percent (10%) of the said arrears shall become due and be payable by such contractor on the 21st day of each successive month while default continues. For the purpose of calculating the ten percent (10%) as aforesaid, "arrears" shall be deemed to include all accumulated damages remaining unpaid, or:
- Default in remitting such payments or any wages or other remuneration required to be paid hereunder, shall be deemed to constitute default in payment of wages and shall be addition to the damages aforesaid, entitle Local Union 46 upon notice by registered mail that unless all payments have been made up to date, the said Union may withdraw the services of any employee or employees, 72 hours after receipt of said notice of such withdrawal, the employee or employees shall continue to be in the employ of the contractor and shall not be discharged or otherwise disciplined by the contractor, and shall be entitled to be paid as damages an amount equal to the wages based upon ordinary hours of labour and including all fringe benefits which he would have earned had he remained at work. The said employee or employees shall return to work forthwith upon the contractor remitting the payment of damages owing.

## ARTICLE 23 - STEWARDS

- 23.01 Where in the opinion of Local Union 46 a Job Steward or (Shop Steward) is required, the Business Manager or his Representative shall make such appointment. Such appointment shall be from among the contractor's employees who are qualified journeymen with at least six (6) months service with the contractor when such are available and if possible one who is in possession of a Health and Safety Certificate issued by the Construction Safety Association of Ontario.
- 23.02 Local Union 46 shall notify the Contractor by letter of the name of the Steward or any replacement.

- 23.03 The Steward or foreman may assist in having injured workmen promptly taken care of and when necessary may accompany them to hospital or home without loss of time.
- 23.04 The Steward shall be the second to the last journeyman employed on the job provided he has the trade qualifications to perform the work required.
- 23.05 In the event the Job Steward is not the second to the last journeyman to be laid off or transferred there shall be a prior consultation with the Business Representative of Local Union 46 to discuss the matter.
- 23.06 The appointed Steward shall be briefed and instructed by the Business Representative as to his duties, responsibilities and procedures to be followed in the carrying out of his assignments.
- 23.07 In the event that an impasse is reached in the appointment of a Job Steward relative to the aforementioned conditions, (23.01 - 23.06) a meeting shall take place between the Union and the Contractor to resolve the problem.
- 23.08 The Job or Shop Steward shall be the first man recalled in the event of a temporary lay-off.

#### ARTICLE 24 - JOB CONDITIONS

- 24.01 Adequately heated accommodation shall be provided by the contractor on each project when necessary. Such accommodation shall be weather proof and shall be kept reasonably clean. A table and sufficient benches or seats for the employees on the job shall be provided in the accommodation. Trailerized or portable accommodation shall include table, benches, light heat maintained at minimum 68 degrees Fahrenheit, proper access and agrees and shall not be used for material storage.
- 24.02 When six (6) or more Local Union employees are employed on any project which is scheduled to last for 45 working days or more, the Contractor shall supply or arrange for a flush toilet where site conditions permit.
- 24.03 The Contractor, insofar as it is in his power to control, shall permit coffee to be consumed on the job during a 15-minute coffee break in each half of a shift at a place designated by the job foreman.
- 24.04 The Business Representative, to carry out the duties of their office, shall be allowed reasonable access to all places where members of Local Union 46 are employed, insofar as access to the job is in the control of the contractor.

#### ARTICLE 25 - TRAVEL EXPENSE

- 25.01 In going to work outside the established 20-mile (32 km) zone which is a 20-mile (32 km) radius from the Toronto City Hall, and returning daily, the employees shall be on the job at the regular starting time and work the full shift. If an

employee is required to provide his own transportation the contractor shall pay a travelling expense allowance of forty-five cents (**\$0.45**) per km., May 1, 2004, forty-six cents (**\$0.46**) per km., May 1, 2006 from the outside limits of the zone to the job and return to the zone limits each day up to a maximum of **\$45.67** per day worked. Mileage measurements shall be on the shortest normally travelled route.

**25.02** An employee selected to transport men and materials to a job site in a company vehicle, shall be a "designated" driver and shall be paid his regular hourly rate for the time spent driving to and from the project and the shop to a maximum of one and one-half (1 1/2) hours daily at the basic hourly rate. Such payments shall not be considered time worked and shall not be used in computing overtime eligibility or premium payment.

**25.03** Board Allowance

- (a) An employee required to work on a job outside the free-zone area and not permitted to return daily, shall, in addition to being paid at his regular hourly rate, be entitled to:
  - (i) bus, plan or train fares shall be paid to employees except where equivalent or suitable cover transportation is provided by the employer. The method of transportation will be at the discretion of the employer;
  - (ii) If travelling at night by train, fare for a sleeper;
  - (iii) Pay at his regular hourly rate while travelling up to eight (8) hours per day. This applies to first initial trip and last trip out only;
  - (iv) In addition to the above, he shall be paid for all properly vouchered board and expenses, and in any case, the allowance shall not be less than **\$60.00** per day worked;
  - (v) Pay for room and board on any of the stipulated statutory holidays, if he has worked at least eight (8) hours on the working day immediately preceding such holiday, and the working day immediately following such holiday;
  - (vi) Board for a full day, if sent home because of job conditions.
- (b) An employee who leaves such a job of his own volition within 90 days from its commencement, may forfeit transportation costs and travelling time pay to Metropolitan Toronto.
- (c) To meet the requirements of the Income Tax Act, an employee shall submit signed detailed accounts of his room, board and travel expenses to his contractor and retain copies for his own use.



## **ARTICLE 26 - JOINT CONFERENCE BOARD**

- 26.01 A Joint Conference Board shall be formed, composed of five (5) persons nominated by the Association and five (5) by the Union. The Board shall have the power to settle any trade disputes or grievances arising out of this Agreement between any member of the Union and the Association. The Board may be convened at the request of either the Association or the Union on notice of two (2) working days to deal with any dispute or grievance. 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 majority of the votes cast. The 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 Association or the Union may cast his proportionate share of such three (3) votes.
- 26.02 The Board shall be concerned with reviewing the operation of this Agreement, labour supply and general technical and economic conditions of the Industry and make recommendation to the parties for the benefit of the Industry and the general public..
- 26.03 Upon application, the Board may, by majority vote, permit a contractor to undertake a specific job or work and pay his employees engaged thereon at rates other than those stipulated in this Agreement or to alter other conditions of this Agreement. In the event of a tie vote the application shall be refused.

## **ARTICLE 27 - GRIEVANCE PROCEDURE**

- 27.01 Should any difference arise between any contractor and any of his employees as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort should be made to settle such difference without any strike or lockout and without undue delay in the following manner:
- Step No. 1 - The aggrieved employee with the assistance of his job steward shall submit his grievance orally or in writing to his foreman on the job within 48 hours of the occurrence giving rise to the grievance. The employee and the Job Steward may have the assistance of the Business Representative of the Union.
- Step No. 2 - If within 48 hours from the time when such grievance was first submitted to the foreman, a decision satisfactory to the employee is not given, it shall be submitted in writing to the Board through the Business Office of the Union. The written submission shall state the nature of the grievance, any pertinent provision of this Agreement and remedy sought. The Board shall forthwith

convene and consider the grievance, and shall give its decision in writing within four (4) days from the date upon which the grievance was submitted to it.

- 27.02** Any difference arising directly between the Association or a contractor and the Union as to the interpretation, application, administration or alleged violation of this Agreement may be submitted in writing by either of such parties to the Board. The Board shall forthwith convene and consider such direct grievance and shall give its decision in writing within four (4) days from the date upon which the grievance was submitted to it.

## **ARTICLE 28 - ARBITRATION**

- 28.01** In the event that any difference arising between any contractor and any of the employees or any direct difference between the Association, or any contractor and the Union as to the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitral, shall not have been satisfactorily settled by the Board under the provision of Article 27 hereof, the matter may then by notice in writing given to the other party within 14 days from the submission of the matter in writing to the Board be referred by the Association, any contractor or the Union to arbitration for final and binding settlement as hereinafter provided.
- 28.02** The Board of Arbitration will be composed of one (1) person appointed by the Association or any contractor, one (1) person appointed by the Union and a third person to act as Chairman chosen by the other two (2) members of Board.
- 28.03** Within forty-eight (48) hours of the request by either party for a Board, each party shall notify the other of the name of its appointee.
- 28.04** Should the person chosen by the Association or a contractor to act on the Board and the person chosen by the Union fail to agree on a third person within seven (7) days of the notification mentioned in Article 28.03 above, the Minister of Labour for the Province of Ontario will be asked to nominate a Chairman.
- 28.05** The decision of the board of Arbitration or a majority thereof, constituted in the above manner, shall be binding on both parties.
- 28.06** The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.

- 28.07 Each of the parties to this Agreement will bear the expense of the arbitrator appointed by it; and the parties will jointly bear the expense, if any, of the chairman. Any and all time limits fixed by this Article shall exclude any statutory holidays, Saturdays or Sundays, and may be extended by mutual agreement in writing.
- 28.08 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle this grievance.

#### **ARTICLE 29 - PRODUCTIVITY**

- 29.01 The Association and the Union recognize the mutual value of improving by all proper and reasonable means the productivity of the individual workmen and both will undertake individually and jointly to promote such increased productivity.
- 29.02 During the lifetime of this Agreement the Association and the Union agree there will be no strike, slowdown or picketing, which will interfere with the regular schedule of work, and each employer agrees that it will not cause a lock-out.
- 29.03 The Association and the Union on whose behalf this Agreement is entered into will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional purposes.

#### **ARTICLE 30 - MANAGEMENT RIGHTS**

- 30.01 The Union agrees that it is the exclusive function of each Employer covered by this Agreement:
- (a) To conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of production, to judge the qualification of the employees and to maintain order, discipline and efficiency.
  - (b) To hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged without reasonable cause shall be subject to the provisions of the grievance procedure.
  - (c) To make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees.
- 30.02 It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

## ARTICLE 31 - TOOLS

31.01 Effective July 22nd, 1995 each Journeyman Steamfitter and Journeyman Plumber presently employed in the High Rise Residential Sector will be given a set of new tools, per the attached tool list, by the Contractor. An employee shall receive the tool kit once only, and these tools shall become the property of the employee.

Upon providing the tool kit the employee and the contractor shall sign a declaration form listing the tools provided, and the receipt of same in compliance with this provision of the Agreement. A copy of the declaration form shall be immediately forwarded to Local 46 and the Metropolitan Plumbing and Heating Contractors' Association.

If an employee is hired by a contractor and he was provided with a tool kit by his previous employer, no tool kit will be provided by the new hiring contractor.

Unemployed and laid-off members will be provided with the tool kit when they are hired or recalled by a contractor, per the provisions outlined herein.

Graduation apprentices, upon receiving their Certificate of Qualification, will be provided with the tool kit as outlined above.

The contractor agrees to replace all broken tools, per the tool list, when submitted to them by the employee.

Lost or stolen tools (per the tool list) shall be the responsibility of the employee. The exception would be when tools are stolen from a lock-up facility provided by the contractor on a project, in the shop or from the contractor's vehicle.

All additional tools and equipment required for the job and not on the tool list, shall be the responsibility of the contractor.

31.02 The employer shall supply all tanks, i.e. propane tanks and B-tanks including torch regulator and hose.

31.03 The employee tool list shall consist of the following:

Contents	Description
1	# 606 Tool Box
1	# 15 Tube Cutter
1	# 20 Tube Cutter
1	# 30 Tube Cutter
1	# 1012 Hacksaw
1	# 016 Ball Peen Hammer
1	# LT10 5/15" Deep Socket 3/8" Drive
1	# T70 3/8" Ratchet Handle
1	14' Pipe Wrench
1	# 1952 Screw Driver Slot

- 1 # 1903 Screw Driver Phillips
- 1 # 142-105-2 Robertson, Red
- 1 # C-1 4, 19' Long Flat Chisel
- 1 # 1706 4 lb. Club Hammer

**ARTICLE 32 - SAFETY**

- 32.01 All work is to be performed in accordance with the Occupational Health and Safety Act, 1978 and Regulations for Construction Projects as amended and regulations passed pursuant thereto, and the provisions and requirements of W.H.M.I.S.
- 32.02 All members shall be required to have and wear approved safety hats as a condition of employment. The members shall provide the safety boots and safety hats at their own expense unless the contractor demands a safety hat of a particular colour or style, in which case the contractor shall supply it at the contractor's expense. Safety hats, supplied by the contractor, shall be returned by the employee on termination of employment.
- 32.03 Protection goggles shall be supplied to any employee, as required by the nature of the work being performed. The Contractor shall supply to the welder the welder's safety hat, shield, goggles and heat resistant gloves. Welder's leathers shall be available and supplied when required by the welder, due to the nature of the work. Heat resistant gloves shall be supplied to any employees involved in welding operations. Replacement of worn or broken safety equipment supplied by the contractor under this Article shall be on an exchange basis only. All other safety equipment necessary to comply with all Safety Act and 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. Heat resistant gloves and flash glasses shall be supplied to any employee involved in welding operations.
- 32.04 The contractor shall provide first aid requirements on the job or project as prescribed by the Workers' Compensation Act of Ontario and/or regulations issued thereunder.
- 32.05 No employee shall be required to work in the area of an existing proven violation of the Construction Safety Act or as defined by the governing authority wherein the project is located.

## **ARTICLE 33 - SUB-CONTRACTING**

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

## **ARTICLE 34 - JOINT INDUSTRY COMMITTEE**

**34.01** The parties to the Collective Agreement in acknowledging their responsibility and obligation to the Industry and in the interest of co-operation and working together in harmony, agree to a Joint Industry Committee comprised of equal representation from the Metropolitan Plumbing and Heating Contractors Association and from the union.

**34.02** The Joint Industry Committee shall meet quarterly or at the call of the co-chairs who shall be one representative of the Association and one representative of the union.

**34.03** The mandate of the Joint Industry Committee shall be to develop programs and initiatives intended to advance our Industry. This includes the promotion of our Unionized Sector, Apprenticeship and Skills Training, Health and Safety, the strengthening of our Market Share and other matters that are in the interest of our industry as the Joint Industry Committee may establish from time to time.

**34.04** The J.I.C. shall meet at least every *six* months or within fifteen days of the written request of each party. Notice shall be sent by registered mail or delivered to the place of business of the members of the Board.

**34.05** The J.I.C. will have as its objectives, the improvement of the Residential Mechanical Industry and without limiting the generality of the foregoing will have, but not be limited to, the following purposes.

- (a) To promote closer co-operation and harmony between the Association and the Union.
- (b) To investigate and recommend methods to improve trade practices, standards of workmanship, working conditions, improved efficiency and productivity.
- (c) To study and recommend improved safety measures and practices.
- (d) To eliminate unfair practices of both Contractors and Members.
- (e) To study and recommend methods to improve apprentice training and employment.
- (f) To assist Contractors and Members in securing work of the Mechanical Trades.
- (g) To interpret the intent of this Agreement.

- (h) To create jointly an effective voice in all matters concerning our industry.
- (i) To consider and recommend action on any and all matters concerning the Mechanical Industry.

#### **ARTICLE 35 - SHOP**

35.01 The terms and conditions of this Agreement will apply when work covered by the scope of this Agreement is performed in the Contractor's pipe fabrication shop or facility.

#### **ARTICLE 36 - DURATION OF AGREEMENT**

36.01 This Agreement shall be effective from May 1, 2004 and shall remain in effect until the 30th day of April, 2007 (except where otherwise noted) and thereafter from year to year unless it is terminated by either party giving to the other written notice that the Agreement shall be amended or terminated on the 30th day of April, 2007. Such notice to be given within ninety (90) days and not less than sixty (60) days prior to the 30th day of April, 2007.

36.02 Either party sending out such amendment or termination notice shall forward the other party a list of the individual numbers of the Articles of the Agreement which they desire to change and the actual changes, additions or amendments that are desired.

#### **ARTICLE 37 - PARKING SETTLEMENT**

Toronto Appendix for members working in the downtown core, the employer will provide for vehicle parking. If such parking facilities are not available, the employer, on receipt of proof of parking cost, shall subsidize an employee for parking at the rate of \$9.50 per day worked. The downtown core is described as follows:

Sherbourne Street East from the west side of Sherbourne Street, Dufferin Street west from the east side of Dufferin Street from Lake Ontario at the south, to the south side of St. Clair Avenue on the north.

METROPOLITAN PLUMBING & HEATING CONTRACTORS  
ASSOCIATION

MONETARY PACKAGE

May 1, 2004	Increase Per Hour	<b>\$1.15</b> Minus <b>.15¢</b> Organizing Fund
Nov., 1, 2004	Increase Per Hour	<b>(\$0.20)</b> Minus <b>.20¢</b> Pension and Health Benefits
May 1, 2005	Increase Per Hour	<b>\$1.20</b> Minus <b>.10¢</b> Organizing Fund
May 1, 2006	Increase Per Hour	<b>\$1.40</b> Minus <b>.05¢</b> Organizing Fund

Journeyman	May 1/04	Nov. 1/04	May 1/05	May 1/06
Base Rate	<b>\$33.86</b>	<b>\$33.50</b>	<b>\$34.09</b>	<b>\$35.00</b>
Vacation Pay	3.39	3.35	3.41	3.50
Health Benefits	2.37	2.57	2.82	2.97
Pension	5.50	5.70	5.90	6.10
Training	.26	.26	.26	.26
Prov. Training	.02	.02	.02	.02
International Training Fund (new)	.05	.05	.05	.05
S. U. B.	.20	.20	.20	.20
O.P.T.C.	.02	.02	.02	.02
Bill 162 (WSIB)	.03	.03	.03	.03
Drug & Alcohol	.02	.02	.02	.02
Organizing	.25	.25	.25	.25
Industry Fund	.35	.35	.45	.50
<b>TOTAL</b>	<b>\$46.27</b>	<b>\$46.27</b>	<b>\$47.47</b>	<b>\$48.87</b>

Note: Foreman's Base Rate add **12%** to Journeyman Base Rate.  
Union Promotion Fund-**1-1/2%** of Base Rate  
Contingency Fund - **08¢** Per Hour



## **APPENDIX I- LETTER OF UNDERSTANDING**

**BETWEEN  
U.A. LOCAL UNION 46  
AND THE  
METROPOLITAN PLUMBING & HEATING  
CONTRACTORS ASSOCIATION**

During the 2001 round of bargaining for a new Collective Agreement the Metropolitan Plumbing & Heating Contractors Association raised concerns regarding the shifting demographics affecting the composition of the present body of manpower in the Residential High Rise Sector of the Construction Industry in South Central Ontario.

In recognition of the mutual interests of the parties to the Collective Agreement and their respective constituents the following is agreed to. An industry analysis will be jointly undertaken to determine the adequacy of the number of journeymen, apprentices and skills throughout our mechanical industry in this Sector.

The present and projected future level of construction activity in this Sector will be central to determining the number of apprentices and journeymen required to meet the industry requirements so as to ensure the parties maintain the strongest market share so essential to our future success and mutual interests.

Signed at Toronto on this 13th day of May 2004.

**APPENDIX 2 - LETTER OF UNDERSTANDING**

**BETWEEN  
U.A. LOCAL UNION 46  
AND THE  
METROPOLITAN PLUMBING & HEATING  
CONTRACTORS ASSOCIATION**

**TEMPORARY HOT WATER HEAT:**

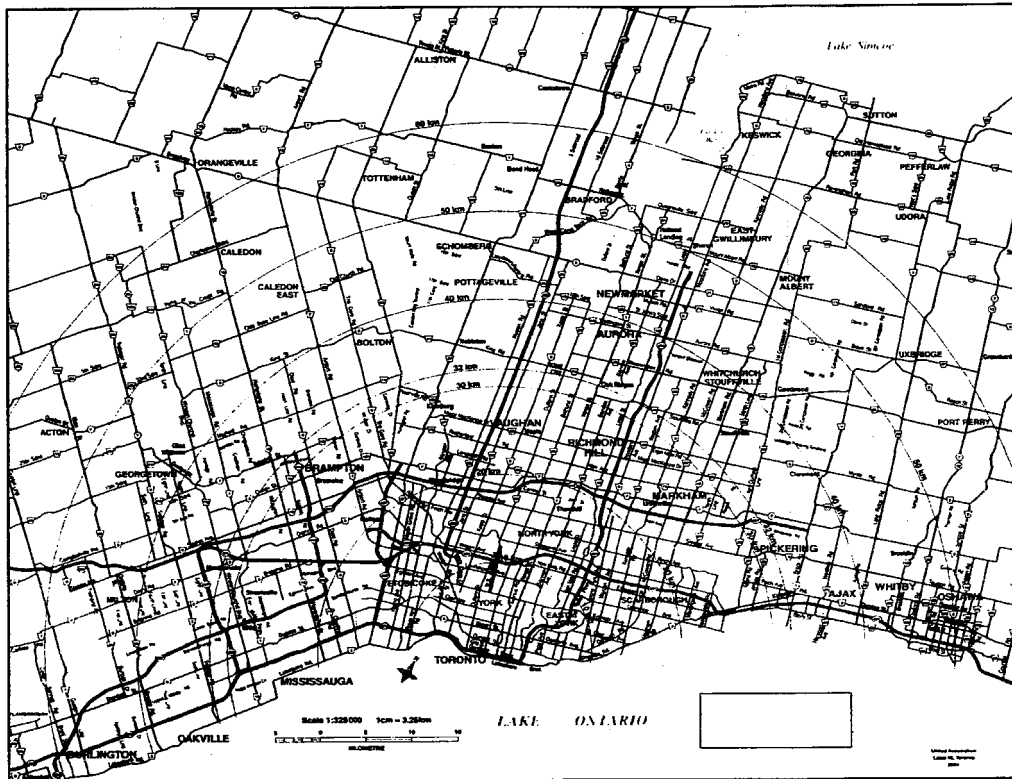
During the 2004 set of negotiations, Local 46 identified a new method of providing Temporary Heat to buildings under construction, ie., gasfired boilers complete with rigid piping, flexible hoses and hydronic heaters.

In recognition of our mutual interests, it is agreed that where possible, the fabrication, installation and operation of these types of systems be performed by Local 46 members.

Signed at Toronto on this 13<sup>th</sup> day of May 2004

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# Toronto District Zone Areas



# Territorial Jurisdiction of U.A. local 46

