

OTTAWA, RENFREW AND CORNWALL AREA
LOW RISE RESIDENTIAL
(SINGLE & DOUBLE HOUSES, TOWN HOUSES, ROW HOUSES,
STACK UNITS AND ANY RESIDENTIAL STRUCTURES UP TO
3 2 STOREYS)
COLLECTIVE AGREEMENT

BETWEEN

LOCAL UNION 71
OF THE UNITED ASSOCIATION
OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY
OF THE UNITED STATES AND CANADA

AND

THE MECHANICAL CONTRACTORS ASSOCIATION OF OTTAWA

EFFECTIVE December 1, 2010 to November 30, 2013.

OTTAWA, RENFREW & CORNWALL AREA
COLLECTIVE AGREEMENT
LOW RISE RESIDENTIAL
LOCAL UNION 71 AND MCA OTTAWA

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COLLECTIVE AGREEMENT

SECTION 1.0 - COLLECTIVE AGREEMENT

Low Rise Residential Collective Agreement between Local 71 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada; and the Mechanical Contractors Association of Ottawa. This Agreement covers the Low Rise Residential sector which includes: single and double houses, town houses, row houses, stack units and any residential structures up to 3 2 storeys.

Effective **December 1, 2010 to November 30, 2013.**

SECTION 2.0 - SCOPE, PURPOSE AND INTENT OF AGREEMENT

This Agreement shall be applicable to and effective within the Ottawa, Renfrew and Cornwall Area of Ontario, and shall inure to the benefit of, and be binding upon the Parties hereto, and the members of the Parties hereto, and upon all other Parties executing this Agreement, with a view to promoting the business of heating and sanitation; to organizing these persons who are qualified therein, in order to allow those trades to ensure a standard of efficiency for the protection of the public and for those persons engaged in such business, by the establishment and maintenance of fair conditions and by the settling of differences that may arise between the Parties of this Agreement, and to maintain industrial peace.

SECTION 3.0 - RECOGNITION

3.1 The Employer agrees to recognize the Union as the sole collective bargaining agent for all Employees including foreperson, general foreperson, plumbers, steamfitters, pipe welders and apprentices. The Employer shall give members of Local Union 71 preference in employment.

3.2 The Union agrees to recognize the Association as the sole collective Representative bargaining agent for all Employers as defined in this Agreement. The Union agrees to supply Employers with Employees who are members of Local Union 71 and who are qualified residential Journeypersons.

The Union, within the geographical area of its jurisdiction as stated in this Agreement, will not sign an Agreement with an Employer who is engaged in the same type of work as the Employers to whom this Agreement applies on terms more favourable to such Employers than the terms of this Agreement.

3.3 GEOGRAPHICAL JURISDICTION OF AGREEMENT AND SECTORS

The Geographical Jurisdictional area covered by this Agreement is the new city of Ottawa and the town of Smiths Falls as proclaimed on January 1, 2001 and the counties of Russell and Lanark, and the county of Renfrew, Ontario. Also, this Agreement shall cover all job sites and work performed in the City of Cornwall, the Counties of Stormont, Dundas, Glengarry and Prescott, and the Townships of Edwardsburg and Augusta in the County of Grenville; and the part of the County of Grenville east of Edward Street in the Town of Prescott.

3.4 The Sector of the Construction Industry covered by this Agreement is the Low Rise Residential Sector which includes single and double houses, town houses, row houses, stack units and any residential structures up to 3 2 storeys.

SECTION 4.0 - HOURS OF WORK, WAGES, TRAVEL ALLOWANCE

4.1 The regular hours of work shall be forty (40) hours a week, five (5) eight (8) hour days - Monday to Friday inclusive.

When mutually agreed upon the hours may be scheduled between 7 a.m. to 5 p.m. Monday to Friday inclusive.

All overtime hours above the normal work day shall be paid at time and one half of the base rate. Statutory Holidays shall be paid at the rate of double-time.

If inclement weather or other job conditions prevent a regular day's work, and when mutually agreed between employer and employees, then such lost time can be made up to the maximum of 40 hours per week by working the lost hours at regular rate of pay after normal working hours, when this is possible.

4.2 The Employer agrees to give the Employees two (2) ten (10) minutes rest periods. One at approximately mid-morning and one at approximately mid-afternoon or a time mutually agreed upon between the two parties or their Representative on the job. A similar rest period will also apply on any shift work or during a period of overtime. The rest period will apply from Monday to Sunday inclusive.

Rest periods to be taken at their work stations when conditions permit.

STATUTORY HOLIDAYS

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

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

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

Should any Statutory Holiday in addition to those listed in Clause 4.3 be proclaimed by the Provincial or Federal Governments, then such holidays shall be recognized in the same manner as those listed.

4.4 Employees who are not pieceworkers and who are required to work overtime of over two (2) hours above the normal working hours on new construction will receive **\$15.00 effective December 1, 2010, \$17.00 effective December 1, 2011 and \$21.00 effective December 1, 2012** and sufficient time off without pay to eat a meal.

REPORTING FOR WORK:

4.5 Employees reporting for work at the shop or job site and no work is available at a shop or job site at regular starting time to 10:00 a.m. shall be paid two (2) hours wages unless previously advised by the Employer or his Representative not to report. To qualify for this pay, the Employee must remain on the job site or in the shop for the two (2) hour period unless released by the Employer.

4.6 a) An Employee who is not a pieceworker and reports for work at the regular starting time at the shop or job site and for whom there is no work available due to weather conditions, will receive two (2) hours wages for reporting, unless he was previously advised by the Employer or his Representative not to report under specified conditions. To qualify for this pay, the Employee must remain on the job site or in the shop for the two (2) hour period unless released by the Employer. After starting work, if work is stopped due to weather conditions, the

Employee shall receive pay for the actual time on the job, but no less than four (4) hours pay. The Employer shall have the sole right to determine availability of work due to weather conditions.

b) The employer shall not dismiss his employees during a regular workday, except for reasons covered under 4.6 a), or conditions beyond the employer's control which prevent the efficient deployment of his work force, ie. power blackout.

4.7 Wages shall be paid by cheque, cash or direct deposit no later than Thursday of each week. If paid by cheque on Thursday, and a holiday occurs on Thursday, payment by cheque shall be on the preceding Wednesday. Employers payroll week ending will be 12:00 midnight Saturday of each week which is the UIC week ending.

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.

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 area bank for Employees to cash their pay cheques.

4.8 Employers may withhold, where necessary, a reasonable amount of wages due, not to exceed five working days, to enable them to prepare the payroll.

4.9 WAGES & BENEFITS

Beyond the dates set in Appendix AA@ and until the end of the contract, **November 30, 2013**, the wage & benefit provisions of the Low Rise Residential will reflect the ICI Collective Agreement of Ontario, of **Appendix 13** as set out in Appendix A of this Agreement.

Schedule of wages, the residential rate of pay shall be **the same** as the current ICI Collective Agreement Journeyman rate of pay.

4.10 Vacation Pay 11% - Payable weekly

(SEE APPENDICES AA@ AND AB@ WHICH FORM PART OF THIS AGREEMENT)

4.10.1 **PIECEWORKERS**

With the agreement of either the employee or the employer, the Employer may employ an employee as a pieceworker and the parties agree that such an employee is a dependent contractor within the meaning of the Ontario Labour Relations Act.

A pieceworker shall be compensated with respect to payment of wages as provided for in Appendix AB@ which forms part of this agreement.

All employee benefits, contributions, dues and other payments under this agreement must be paid in respect of pieceworkers. To determine the amount payable in respect of a pieceworker the Employer shall refer to the hourly package as provided for in Appendix AA@ which forms part of this Agreement. The employer shall make payments for each hour actually worked by a pieceworker, regardless of any ratio of time worked per fixture that may be indicated by the piecework wages as provided for in Appendix AB@. However, for each week in which a pieceworker performs any work, the employer=s payments shall not exceed an amount equivalent to forty (40) hours, regardless of the actual hours worked by the pieceworker in that week.

In the event that a pieceworker employs or otherwise engages or works together with another person or persons to perform bargaining unit work, the pieceworker shall be deemed to be an independent contractor and shall first become signatory to this collective agreement prior to performing any work.

4.11 FOREPERSON AND GENERAL FOREPERSON - Foreperson in charge shall mean - a qualified Journeyperson who is elevated by his Employer to lay out work and who shall instruct other members in his respective trade.

On any given job where there is in excess of five (5) Journeyperson, a foreperson will be designated by the Employer. If there is in excess of five (5) Journeyperson on a job and the Employer wishes to designate more than one (1) Foreperson, it may do so at its discretion.

The Foreperson=s rate of pay to be **fifteen percent (15%)** over the regular Journeyperson=s rate of pay.

4.12 TRAVEL & BOARD - The Free Zone Boundary in the city of Ottawa shall be a 40 km radius from the intersection of Carling Avenue and Preston Street to include Rockland. In the town of Renfrew, the Free Zone Boundary shall be the town limits. In the city of Pembroke, the Free Zone Boundary shall be a nineteen (19)

km radius from Pembroke City Hall. In the city of Cornwall, the Free Zone Boundary shall be from the boundary of the 25 km free travel zone to a maximum of 56 km from the City Limits to the job site and back to the travel free zone boundary each day. No travel expenses shall be paid to an employee living within a 25 km radius of Hawkesbury, Prescott, Kemptville or Almonte for any travel within a 25 km radius of Hawkesbury, Prescott, Kemptville or Almonte (respectively). Members working in the area outside the Free Zone Boundary up to thirty (30) km will be **paid fifty-five (55) cents effective December 1, 2010; fifty-seven (\$0.57) per km effective December 1, 2011 and fifty-nine (\$0.59) per km effective December 1, 2012** for travelling expenses.

SECTION 5.0 - HIRING

5.1 The Company agrees to hire only members of Local 71 from the unemployed residential list as long as the Union is able to supply qualified Residential Journeyperson and Apprentices to take care of the needs of the Employer, and the Company, when hiring, shall give the Union fair notice of their requirements which shall be at least three (3) days where possible. If the Union cannot supply qualified Residential Journeyperson who are members of the United Association, Local 71, the Union will supply qualified residential journeyperson who are members of the United Association, after exhausting local supply first.

5.2.1 The Employer agrees to hire from the list of unemployed Union Members of Local 71. The Employer shall have the right to choose 100% from the residential list of unemployed members for Residential Sector work.

5.2.2 When an employee is hired, the status of pieceworker or hourly worker will be stated on the Referral Work Slip from the Union and should be noted on the monthly Employer=s Contributions Input Sheet. Local 71 will receive written notice of change when at any point an employee employed as a pieceworker decides to work by the hour or an hourly worker decides to work piecework when mutually agreed by the employee and the contractor.

5.3 A member or members of Local Union 71 shall not be loaned or borrowed from one Employer to another and members of Local Union 71 shall not be exchanged between Employers for any purpose.

5.4 Previous to starting work for or to perform work of the program of any Employer or shop, members are to be considered as being unemployed and must report to the Local Union 71 Office in order to obtain a Referral Work Slip from the Union.

5.5 Under no circumstances shall any Employer transfer Employees from one company to another company, without terminating the Employees and complying with hiring procedure in this Collective Agreement.

5.6 In order to be eligible for employment, both Apprentices and Journeypersons members must be and remain, in good standing with the Local Union 71 and before reporting for work, obtain Work Referral Slips from the Business Manager or Business Agent of the Local Union 71. Also, unemployed members of Local Union 71 must report to the Union Office to sign Lay-Off Book.

5.7 Work Referral Slips must be placed with the Employer (or Representative) before any member is taken into employment. Should any member start work without complying with the above condition, then Local Union 71 reserves the right to remove that member from the job or shop.

5.8 When an Employee first reports for work with an Employer, he shall give to the Employer or his Representative the following documents:

- a) Social Security Number
- b) Certificate of Apprenticeship or proper qualifications.

5.9 Local Union 71 will supply only Journeypersons who hold valid Certificates of Qualification issued in accordance with The Apprenticeship and Tradesmen's Qualification Act of Ontario.

TERMINATION OF EMPLOYMENT:

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

The Employee shall be paid in full, no later than five (5) working days after the end of the last day of shift worked.

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.

The Employee shall receive with the Employee's pay, the following document:

- a) *Human Resources Development Canada* "Record of Employment" (ROE).

When the Employer sends the (ROE) electronically he shall forward a copy to the Local Union.

5.11 When an Employee terminates employment voluntarily, the Employee shall be sent pay, other applicable benefits, and the Canada Employment and Immigration Commission "Record of Employment" (ROE), within five (5) regular working days of such termination by Registered Mail to the Employee's last known address, or as per written instructions from the Employee to the Contractor's Representative on the job site.

5.12 Employers will not discriminate against any United Association members because of age, race, colour, creed or sex.

6.0 UNION REPRESENTATION, JOB AND SHOP STEWARD

6.1 **The employer agrees to the appointment of one steward per company by a union representative.**

6.2 Job Stewards shall be free to perform their duties on the job, and in no case shall they be discriminated against by the Employer for reasons of their responsibility. The Business Representative of Local 71 agrees to discuss with the Company Representative any complaint as to the length of time taken by the Job Steward in the performance of his duties.

SECTION 7.0 - UNION SECURITY AND RIGHTS OF BUSINESS REPRESENTATIVE

7.1 Union Security

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

7.2 Recognizing that the Contractor can sub-contract, no Contractor shall directly or indirectly sublet or sub-contract or otherwise transfer to any Employee or any other Employer not signatory to a U.A. Agreement any of the work coming under the jurisdiction of the Agreement.

7.3 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.

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.

It is fully understood and agreed that all U.A. Local Unions shall be responsible for full coverage against loss or injury under the *Workplace Safety and Insurance Board* of Ontario for all U.A. Business Representatives.

SECTION 8.0 - NO STRIKE NO LOCKOUT

8.1 No Employee bound by this Agreement shall strike and no Employer bound by this Agreement shall lock-out such an Employee.

SECTION 9.0 - GENERAL WORKING CONDITIONS AND SAFETY

9.1 All work is to be performed in accordance with the current Occupational Health and Safety Act and regulations passed pursuant thereto.

9.2 All members shall be required to have and wear approved Safety Boots and Hats as a condition of employment. The members shall provide the Safety Boots and 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.

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

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

9.5 The Contractor shall provide First Aid requirements on the job or project as prescribed by the *Workplace Safety and Insurance Board* of Ontario and/or regulations issued there under.

9.6 Only members of Local Union 71 and duly indentured Apprentices under the Ontario Apprenticeship Act shall perform the unloading, reloading, handling, erecting, and final installation of materials coming under the jurisdiction of the Plumbing and Pipefitting Industry, regardless of what type of equipment or machinery is necessary to do same. Other than the operator of the equipment or machinery, same must be manned by the U.A. Local 71 members without bar or restriction.

Where the Employer is responsible for the initial identification of the tagging of valves, instrument panels, and piping, the fixing of such tags and figures shall be performed by members of the United Association.

All handling and installation of radiator covers shall be performed by members of the United Association as per established area practice.

Subject to jurisdictional agreements between the trades, decisions of record, local practice and Section 11, this agreement covers the unloading, distribution and hoisting of all equipment and piping for plumbing and/or pipe fitting systems, and the fabrication, installation and handling of all plumbing, pipe fitting and industrial process systems including all hangers and supports. Without limiting the generality of the foregoing, this agreement covers the installation of new piping and gas fitting systems 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 purposes of renovation, retrofit, reconstruction, replacement or relocation. Where no work claim dispute exists, the original assignment of the above works shall be to the United Association. A letter of understanding will be issued, in regard to reference to the word "Maintenance" as not meant to replace or substitute maintenance agreements between Local Unions and a Contractor or General Presidents' agreement."

9.7 All pipe cutting machines and welding equipment on the job or shop to be operated by Apprentices or Journeypersons of Local Union 71 and/or U.A. All pipe cutting machines on jobs or in shops will be installed and operated with a foot pedal switch.

9.8 United Association Members will not be permitted to furnish, lease, loan or lend their vehicles for any reasons to carry materials or tools for work unless said vehicle is supplied by the Employer. Also, no members of said Local Union

will loan, lease, lend or supply tools of any description for job or work in shop unless furnished by the Employer.

9.9 On jobs where there are five (5) employees or more, adequate heated lunch and change room facilities complete with wash basin or sink and table facilities will be provided by the Employer, where conditions permit, as agreed between the Employer and the Business Representative of Local Union 71. These facilities will be kept in a clean condition by both Employees and Employer.

9.10 Parking areas will be made available where bus service is not available. Parking will be paid for, for service work, or for one day on any project if the Employee is transferred to that project during his normal working day.

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

9.12 Washing facilities with adequate clean water, soap and individual towels shall be provided for work person who use and handle corrosive, poisonous or other substances likely to endanger their health or safety.

9.13 Flush toilets or chemical toilets and paper will be provided by the Employer, where conditions permit. Toilet facilities will be kept clean every day, all in accordance with the Construction Safety Act.

9.14 Every project employing twenty-five (25) or more Employees from the Piping Industry must have a Foreperson with a Certificate of Competence for the safe rigging and hoisting signals as sponsored by the C.S.A. If the U.A. Foreperson with such Certificates is not available in the shop or on the project, the Union shall supply a journeyman with such Certificates, and he shall be paid Foreperson's rate of pay. The Foreperson may correlate the work schedule for the Employees designated to rig piping materials, and handle equipment in addition to his regular duties. Such a Foreperson shall be responsible to size the loads, and arrange for the proper equipment and number of Employees necessary to perform any specific rigging job in a safe manner in accordance with the *Workplace Safety and Insurance Board Regulations*.

9.15 When required, additional protective clothing, i.e. Rubber Boots and Raincoats, Pants and Hats, adequate respiratory equipment for protection against asbestos, will be furnished by the Employer in accordance with the Workplace Safety and Insurance Board, Accident Prevention Regulations.

9.16 CARRYING LOADS

Unless a signaller is present, it is forbidden to carry any load with the aid of machinery, above any place where an Employee is standing.

9.17 EMPLOYEE VICTIM OF AN ACCIDENT

An Employee who has been the victim of an accident at work and is unable to continue his work shall receive his usual pay for that day. If the serious nature of his condition requires him to go to the hospital, he must be accompanied by another person. If transportation expenses are incurred in going to the hospital, they shall be paid by the Employer if the Workmen's Compensation Commission does not cover the said expense.

9.18 REHABILITATION

After an accident at work, upon producing a Medical Certificate, the Employer agrees to reinstate the Employee in his job, providing work is available.

SECTION 10.0 - MANAGEMENT RIGHTS

10.1 The Union agrees that it is the exclusive right of each Contractor covered by the 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, transfer, promote, assign or reassign, demote, lay-off or discipline Employees for just cause.

10.4 To introduce new and improved 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.

SECTION 11.0 - APPRENTICESHIP

11.1 The Union and management agree that for all purposes of this Agreement, an "Apprentice" is a person serving apprenticeship in accordance with the Provincial Regulations. They shall be a member of Local Union 71; and they shall be paid according to the Act (40, 50, 60, 70 and 80 percent of the Journeyman's rate for members working in the Ottawa, Renfrew and Cornwall Area). Once their prescribed apprenticeship term has been completed, and their Provincial Certificate has been obtained, they are a Journeyman in the eyes of both the Union and the Employers.

11.2 It is required as a condition of employment, that each Apprentice attend classes as arranged by the Ontario Department of Apprenticeship. Also, all Apprentices as a condition of employment shall be required to attend at least one course per year under the direction of the Local Union 71 Joint Apprenticeship Committee.

11.3 One Apprentice may be employed in any shop where one Journeyman is regularly employed; the ratio of Apprentices to Journeyman shall be in

accordance with the regulations as laid down in the Apprenticeship Act. This applies to both branches of the trades. The standard of education required to qualify candidates for apprenticeship must be a Grade XII Certificate or its equivalent.

11.4 A Journeyperson shall not work with or give direction to more than one Apprentice.

11.5 The Apprentice must carry out, under the immediate supervision of a skilled work person, the tasks to which he is assigned. The Journeyperson shall not unreasonably withhold from the Apprentice any tools which are necessary to perform his assigned tasks.

11.6 The ratio of Apprentices will apply to a job or project when layoffs take place, Apprentices shall be laid off and the same ratio maintained as when Apprentices are being employed.

11.7 The Apprentice Coordinator will periodically check the Apprentices on the job or shops to determine whether or not they are being trained in the proper manner.

SECTION 12.0 - WELDER'S QUALIFICATIONS

12.1 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.

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

12.3 The Contractor shall provide proper shelter for the test, and test all men on the job site or in the Employer designated shop.

Welders working under the jurisdiction of the local Union shall cut and grind their own coupons on black pipe.

Alloy coupons may be sent out to be cut by power-saw and shall be returned for grinding by the member working the test.

If a member of the Local Union is required to service a Welding Machine, then the proper safety equipment will be supplied for handling fuel.

12.4 This requirement shall not have any effect on established procedures in certain MCA Zones where standard welding procedures have been established and recognized by the Ministry of Consumer and Commercial Relations (TSSA).

SECTION 13.0 - TOOLS AND PROTECTIVE CLOTHING

13.1 The Employer agrees to supply Journeyperson Welders with the necessary tools to perform his work such as Welding Helmets, Goggles, Welding Mitts, Welding Jackets and all necessary equipment.

13.2 The Employer shall supply the following tools or equipment:

B Tank Cylinders Pipe Wrenches over 14"

All Power Tools Chain Saws

Step Ladders

13.3 The Journeyperson Plumber shall supply B Tank Hose and Regulator Kits, Tool Boxes, 3" Cutter No. 30, and all other small tools in order to perform his assigned work.

The Tools are to be provided and transported by the Employee.

NOTE: An Appendix to the Agreement is to be added in reference to tools as follows: "The Employer shall make available to the Employee, small tools which are in stock at a reasonable depreciated cost not to exceed the original purchase price."

13.4 The Employees must accept responsibility for the tools supplied by the Employer and must report the breakage or loss of such tools immediately on duplicate forms to be supplied by the Employer. Employees wilfully misusing or failing to report loss of tools shall be subject to costs of replacement.

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

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

SECTION 14.0 - SPECIAL LEAVE

14.1 At the request of the Union, the Employer must grant leave of absence, without pay, to the Employee designated by the Union to attend a Congress, Committee Meeting, Trustee Meeting, etc. No Employee shall be dismissed or punished by means of a discriminatory or disciplinary measures because of his absence from work, because of the reasons stated above. This clause cannot be construed as pertaining to a study session or any other such similar disruption.

SECTION 15.0 - GRIEVANCES

15.1 A grievance within the meaning of this Collective Agreement shall mean a written claim in writing by Local 71 on its own behalf, by Local 71 on behalf of one or more of its members, or by any member or members of Local 71, by the MCA on its own behalf, by the MCA on behalf of one or more of the Employers on whose behalf this Agreement is signed, or by one or more of said Employers alleging that this Agreement has been violated, misinterpreted, misapplied or has been improperly administered.

15.2 Any grievance shall, if possible, be adjusted by negotiation between the party or the person aggrieved and the party or person against whom the grievance is alleged.

15.3 The parties agree to abide by the grievance procedure set out in section 48 of the Ontario Labour Relations Act, as amended.

15.4 In calculating grievance time limits, Saturdays, Sundays or any of the Statutory holidays listed in this Collective Agreement shall not be included, provided however that the time limits may be extended by mutual written consent of Local 71 and the MCA Ottawa.

15.5 After exhausting the above set out grievance procedure, any person or party shall have the right to refer the grievance to arbitration in accordance with the provisions of section 133 of the Labour Relations Act, as amended.

SECTION 16.0 - PAYMENTS OF EMPLOYER CONTRIBUTIONS

16.1 Employer reports covering Sections 18.0, 19.0, 20.0, 22.0, 23.0 and 24.0 are to be remitted to the appropriate Fund Administrators by the fifteenth (15th) day of the month following that in which the hours were worked. Employers who do not report in the foregoing manner will be classified as in default.

16.2 If any Employer is found to be in default in remitting payments required under one or more of Sections 18.0, 19.0, 20.0, 22.0, 23.0 and 24.0 by the Joint Conference Board, he shall pay the appropriate Trustees as liquidated damages and not as a penalty, an amount equal to ten percent (10%) of the arrears for each month or part thereof in which he is in default.

16.3 The failure to pay each month shall constitute a separate offence and shall subject the Employer to the ten percent (10%) payment. Thereafter, interest shall run at the rate of two percent (2%) per month on any unpaid arrears, including liquidated damages.

16.4 It shall not be deemed to be a violation of this Agreement for Local Union 71 to withdraw Employees from an Employer found to be in default by the Joint Conference Board.

SECTION 17.0 - UNION DUES CHECK OFF

17.1 The Employers agree to deduct monthly Union Dues for each Employee in the amount of **thirty one dollars (\$31.00)** per month for each Journeyman and Apprentice, and **thirty one dollars (\$31.00)** per month for each Employee on Travel Card; and to remit same to Local Union 71 office on or before the fifteenth (15th) day of each month immediately following the deductions. The remittance of the said dues shall be accompanied by completed forms as provided by the Union. Social Security Number will be listed on form by Employer.

Union Dues may be adjusted on thirty (30) days written notice to the Employers. The Union is responsible for the distribution of Union Dues Receipts.

SECTION 18.0 - HEALTH AND WELFARE TRUST FUND

18.1 Each Employer will contribute to the Local Union 71 Health and Welfare Trust Fund the sum of **three dollars and twelve cents (\$3.12) per hour effective December 1, 2010 to November 30, 2013**, for all regular and overtime hours. Contributions to be made monthly by cheque, prior to the fifteenth (15th) day of the month following that in which said hours were worked and to be accompanied by a list of the Employees for whom the contributions are made. Forms for reporting shall be provided by the Administrator.

18.2 All amounts paid by the Employer to the Health and Welfare Trust Fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amounts from the Employee's wages.

SECTION 19.0 - PENSION TRUST FUND

19.1 Each Employer will contribute to the Local Union Pension Trust Fund the sum of **six dollars and fifty eight cents (\$6.58) effective December 1, 2010; six dollars and seventy six cents (\$6.76) effective December 1, 2011 and six dollars and eighty three cents (\$6.83) effective December 1, 2012** for all regular and overtime hours worked by each Employee covered by the Collective Agreement to a Trust Fund to be known as "Local Union 71 Pension Trust Fund" which Trust Fund has been established by a Trust Agreement.

19.2 Without limiting the terms of the said Trust Agreement, the purpose and intent of such an Agreement shall be to purchase Pension and Supplementary Benefits and such other benefits as the said Trustees shall deem advisable. Provided, however, that all such benefits shall be for the exclusive advantage and benefit of the Employees covered by the Collective Agreement.

19.3 The "Committee of Trustees" to administer the said Local Union 71 Pension Trust Fund (defined contribution Pension Plan) shall consist of not less than three (3) Trustees all of whom shall be members in good standing of the Union.

19.4 The Trust Agreement above referred to shall establish, among other things, the rules of eligibility for the Employees covered by this Collective Agreement and shall further set out and define the duties and responsibilities of the Trustees.

19.5 Payments to the said Local Union 71 Pension Trust Fund shall be made by the Employers prior to the fifteenth (15th) day of the month immediately following the month in which the said wages were earned and at no time shall the payments be made to any individual Employee.

19.6 All amounts paid by the Employer to the Pension Trust Fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amounts from the Employee's wages.

SECTION 20.0 - VACATION PAY AND STATUTORY HOLIDAYS:

Vacation pay and statutory holidays shall be 11% of Gross Wages.

SECTION 21.0 - UNION DUES PROMOTION TRUST FUND DEDUCTION CLAUSE

In addition to the wages, travel allowances, welfare, and training funds, and all other benefits herein set out, each Employer will pay to each Employee covered by this Collective Agreement an additional **ninety nine cents (\$0.99) effective December 1, 2010 to November 30, 2013** wages for each regular and overtime hour, or part thereof, worked by each such employee and each employer further agrees to deduct the said amount to the Administrator of the "Local Union 71 Promotion Fund" or such other persons appointed under the Trust Agreement. Remittance to the Promotion Trust Fund shall be made by each Employer monthly and shall be made prior to the fifteenth (15th) day of the month following that in which the hours are worked and shall be accompanied by a list of all Employees on behalf of whom the deductions were made and shall be accompanied by a report indicating the number of hours, or part thereof, worked by each Employee concerned. The Administrator or other persons appointed under the said Trust Agreement shall supply each Employer with appropriate reporting lists.

21.1 Without limiting the generality of the term "promotion" and without limiting the terms of the said Trust Agreement, the purpose and intent of this Trust Agreement shall be to make any and all expenditures necessary to promote Local Union 71, the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, the Plumbing Industry and any other matters deemed proper by the Trustees in charge of the said fund.

SECTION 21.2 - ARTICLE 30 - WSIB - BILL 162

Each Employer will contribute to the Local 71 Health and Welfare Trust Fund three cents (\$0.03) per hour effective **December 1, 2010 to November 30, 2013** for all regular and overtime hours to assure continuation of benefit coverage as provided for in the *Workplace Safety and Insurance Board*. Contributions to be made monthly by cheque, prior to the fifteenth (15th) day of the month following that in which said hours were worked and to be accompanied by a list of the Employees for whom the contributions are made. Forms for reporting shall be provided by the Administrator.

All amounts paid by the Employer to the Fund shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amounts from the Employee's wages.

SECTION 21.3 - MEMBER ASSISTANCE PLAN (M.A.P.)

Each Employer will contribute to the Local Union 71 Member Assistance Plan the sum of four cents (\$0.04) per hour effective **December 1, 2010 to November 30, 2013** for all regular and overtime hours. Contributions to be made monthly by cheque, prior to the fifteenth (15th) day of the month following that in which said hours were worked and to be accompanied by a list of the Employees for whom the contributions are made. Forms for reporting shall be provided by the Administrator.

All amounts paid by the Employer to the Member Assistance Plan shall be in addition to the hourly wage rates established in this Agreement and in no case shall the Employer deduct any such amounts from the Employee's wages.

SECTION 21.4 - O.P.T.P.F. The sum of one cent (\$0.01)

SECTION 21.5 - UNION TRAINING FUND The sum of forty cents (\$0.40)

Each employer will contribute to Local 71 Training Fund the sum above for each hour earned by each Employee working under the terms of this agreement and will remit said amount to Local 71.

SECTION 22.0 - INDUSTRY FUND

Each Employer bound by this Agreement will contribute **fifteen cents (\$0.15)** for every hour worked by each Employee covered by this Collective Agreement. This contribution will be paid by the fifteenth (15th) day of each month following that in which the hours were worked. Payment shall be made to the Administrator of the Welfare Plan on the forms provided.

SECTION 23.0 - DURATION AND TERMINATION OF AGREEMENT

This Agreement shall become effective December 1, 2010 and shall remain in effect until **November 30, 2013**.

It may be amended from time to time as mutually agreed by Local Union 71 and The Mechanical Contractors Association of Ottawa.

SECTION 24.0 - CONDITION OF SIGNING

24.1 The Mechanical Contractors Association of Ottawa has negotiated and executed this Agreement for and on behalf of all Employers listed in Appendix AC@ and for and on behalf of such other Employers for whose Employees the United

Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local Union 71, may after February 18, 1972 obtain bargaining rights through certification or voluntary recognition in the geographical area and sectors covered by this Agreement.

The list of Employers for whom The Mechanical Contractors Association of Ottawa is the bargaining agent is attached to and made part of this Agreement as Appendix AC@, and such other Employers for whose Employees the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local Union 71, may after February 18, 1972 obtain bargaining rights through certification or voluntary recognition in the geographical area and sectors covered by this Agreement, each of whom is the Employer party to this contract.

24.2 The Mechanical Contractors Association agrees to notify immediately the Union when an Employer member withdraws from the Association and to further notify the Union of any new member joining the Association.

The Union agrees to notify the Association when it enters into contractual relations with an Employer not listed in this Agreement.

SECTION 25.0 - SAVINGS CLAUSE

25.1 If any article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by order in council, or by any competent authority of the legislative judicial or administrative branch of the Federal or any Provincial Government, the Employer and the Union shall suspend the operation of such article or provision during the period of this invalidity and shall substitute by mutual consent, in its place and stead an article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the article or provision in question.

25.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of the law, or by any of the above mentioned tribunals or competent jurisdiction, the remainder of this Agreement or the application of such article or provisions to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

25.3 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 or protecting the Union's jurisdiction, no objection shall be made by the Mechanical Contractors Association of Ottawa.

SECTION 26.0 - SIGNATORIES TO AGREEMENT

Signed this 16th day of November, 2010 on behalf of Local Union 71 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada and The Mechanical Contractors Association of Ottawa.

Chairman - UA Local Union 71

Chairman - MCA-Ottawa

Local Union 71

MCA-Ottawa

Local Union 71

MCA-Ottawa

Local Union 71

MCA-Ottawa

Local Union 71

MCA-Ottawa

APPENDIX AA@

**WAGE AND BENEFIT PROVISIONS
New Construction
Single and double houses, town houses, row houses,
stack units and any residential structure
up to 3 2 storeys**

I T E M	December 1, 2010	December 1, 2011	December 1, 2012
HOURLY RATE	33.50	34.58	35.30
VACATION PAY (11%)	3.68	3.80	3.88
WELFARE FUND	3.12	3.12	3.12
PENSION FUND	6.58	6.76	6.83
TRAINING	0.40	0.40	0.40
ARTICLE 30/WSIB/BILL 162	0.03	0.03	0.03
MAP/DENOVO	0.04	0.04	0.04
O.P.T.P.F.	0.01	0.01	0.01
STABILIZATION FUND	1.30	1.30	1.30
UNION FIELD DUES	0.99	0.99	0.99
ZONE ASS. FUND	0.15	0.15	0.15
TOTAL	49.80	51.18	52.05

Beyond the dates set in Appendix "A" and until the end of the contract, November 30, 2013 the wage and benefit provisions of the Low Rise Residential will reflect the ICI Collective Agreement of Ontario of Appendix 13 as set out in Appendix "A" of this Agreement.

Schedule of wages: the Residential rate of pay shall be the same as the current Journeymen rate of pay of the ICI Collective Agreement of Ontario.

Signed this 16th day of November 2010 on behalf of Local Union 71 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe

Fitting Industry of the United States and Canada and The Mechanical Contractors Association of Ottawa.

Chairman - UA Local Union 71

Chairman - MCA-Ottawa

Local Union 71

MCA-Ottawa

Local Union 71

MCA-Ottawa

Local Union 71

MCA-Ottawa

Local Union 71

MCA-Ottawa

**APPENDIX AB@
MINIMUM PIECE WORKER CHART**

Description	PEX WATER PIPE HOURS	COPPER WATER PIPE HOURS
B.W.V.	1.00	1.00
B.W.V. insp. (Nep. & cumb. only)	0.25	.025
Underground		
/ 1 bath	1.50	1.50
/ 1.5 bath	1.75	1.75
/ 2.5 Bath	2.00	2.00
/ 2.5 bath - 2 stack	2.25	2.25
/ Add 1 pc. Rough	0.50	0.50
/ Add 2 pc. Rough	0.75	0.75
/ Add 3 pc. Rough	1.25	1.25
Undgrd. Insp. (Townhouse)	0.25	0.25
Undgrd. Insp. (single)	0.50	0.50
Undgrd. Insp. (Ott. & Goul.) Add	0.25	0.25
A.B.S. Rough		
/ 1 bath	4.50	4.50
/ 1.5 bath	5.00	5.00
/ 2.5 bath	7.00	7.00
/ 2.5 bath - 2 stack	8.00	8.00
/ Add upper washer	0.50	0.50
/ Add fixutre	0.25	0.25
/ Venting of basement rough in	0.75	0.75
/ Variable	0.50	0.50
Rough - Inspection	1.00	1.00
Upper Water Pipe		
/ 1 bath bungalow	0.50	0.50
/ 2 bath bungalow	1.00	1.00
/ 1 bath - 2 storey	1.00	2.00
/ 1.5 bath	1.25	2.75
/ 2.5 bath - 1 riser	1.50	3.75
/ 2.5 bath - 2 riser	1.75	4.25
/ Add upper washer	0.25	0.50
/ Add fixture	0.25	0.25
Install Steel Tubs	0.75	0.75
Install Roman Tubs/1 pc. tub	1.75	1.75
Install Shower Stall	1.00	1.00
Install 4 X 3 shower stall	1.50	1.50
Install Shower Base/liner	0.75	0.75
Basement Water Pipe		
/ 1 / 1.5 bath	2.75	4.25
/ 2.5 bath - 1 riser	2.75	4.25
/ 2.5 bath - 2 riser	3.00	5.00
/ Large	3.75	5.50
/ Add 1 fixture	0.50	0.50
/ Add 2 fixture	0.75	0.75
/ Add 3 fixture	1.25	1.25
/ Variable	0.50	0.50
Hook up water meter set up	0.25	0.25
Hook up H.W.T. (grate)	0.50	0.50
Install Laundry Tub (primer)	0.75	0.75
Finishing		
/ Single kitchen sink	0.75	0.75
/ Double kitchen sink	1.00	1.00
/ Water closet	0.50	0.50
/ Vanity basin	0.50	0.50
/ Pedestal basin	1.00	1.00
/ Stell tub trim/rod	0.25	0.25
/ Sunken tub trim	0.25	0.25
/ Shower trim	0.75	0.75
/ Bar sink	1.00	1.00
/ Bidet		
Final Inspection	1.00	1.00
Shower door		
/ Neo - angle/3 Panel slider	1.50	1.50
/ Swing	1.00	1.00
Install washer pan	1.00	1.00

Signed this 16th day of November, 2010 on behalf of Local Union 71 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada and The Mechanical

Chairman - UA Local Union 71

Chairman - MCA-Ottawa

Local Union 71

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Local Union 71

MCA-Ottawa

Local Union 71

MCA-Ottawa

AGREEMENT

BETWEEN:

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPE FITTING INDUSTRY
OF THE UNITED STATES AND CANADA
LOCAL UNION 71

- and -

THE MECHANICAL CONTRACTORS ASSOCIATION OF OTTAWA

WHEREAS the residential sector (single & double houses, town houses, row houses, stack units and any residential structures up to 3 2 storeys) collective agreement expired on **November 30, 2013**; if notice to negotiate has been given by either party, this agreement shall remain in force and effect during any period of negotiation in accordance with established legislative and/or governmental authority.

UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND PIPE
FITTING INDUSTRY OF THE UNITED STATES AND
CANADA, LOCAL UNION 71

THE MECHANICAL CONTRACTORS ASSOCIATION OF
OTTAWA

Signed this 16th day of November 2010