

OTTAWA AND RENFREW AREA  
RESIDENTIAL SECTOR  
(HIGH RISE APARTMENTS OF MORE THAN 3 1/2 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 June 5, 2013 to April 30, 2016.

OTTAWA & RENFREW AREA

COLLECTIVE AGREEMENT

RESIDENTIAL SECTOR

(HIGH RISE APARTMENTS OF MORE THAN 3 1/2 STOREYS)

LOCAL UNION 71 AND MCA OTTAWA

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## **COLLECTIVE AGREEMENT**

### **SECTION 1.0 - COLLECTIVE AGREEMENT**

Residential Agreement for the Ottawa area 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. Covering all work in New Residential Construction of high rise apartments of more than three and one-half (3 ½) storeys.

**Effective June 5, 2013 to April 30, 2016.**

### **SECTION 2.0 - SCOPE, PURPOSE AND INTENT OF AGREEMENT**

This Agreement 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 forepersons, general forepersons, 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.

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.

3.4 The Sector of the Construction Industry covered by this Agreement is the Residential Sector in the high rise apartments of more than three and one-half (3 ½) storeys.

**SECTION 4.0 - HOURS OF WORK, WAGES, TRAVEL ALLOWANCE**

4.1 The regular hours of work shall be thirty six (36) hours a week, four (4) eight (8) hour days -Monday to Thursday; (4) four hours on Friday.

When mutually agreed in writing between the union and the contractor, certain projects will be agreed upon 40 hours a week at straight time.

When mutually agreed upon the hours may be scheduled between 7 a.m. to 5 p.m. Monday to Thursday inclusive; 7 a.m. to 12 noon on Friday. Should special circumstances require the further varying of the starting and finishing time, such shall be provided by mutual written agreement of the union and the employer.

**All overtime hours shall be paid at time and one half of the base rate. Sundays and Statutory Holidays shall be paid at the rate of double-time of the base rate.**

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 36 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 (15) 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 by a one-time closed ballot vote by the members 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.

When work cannot be done during regular work hours, such work will be considered Shift Work. For all Fit-ups and Retro-fits when work cannot be done during regular work hours, such work will be considered "Modified Shift Work" and requires outside regular working hours shall be paid at regular base rate + 15% - Not to exceed normal regular hours per day.

When mutually agreed upon, the hours of work may be scheduled from Monday to Thursday, nine (9) hours per day, a four day week; or Tuesday to Friday, nine (9) hours per day, a four day week. The regular hours of work shall be scheduled from 7 a.m. to 5 p.m..

#### **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  
Good Friday  
Victoria Day  
Dominion Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

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

4.4.1 Employees that are required to work over-time of over two (2) hours above the normal working hours on new construction, will receive \$21.00 **effective from June 5, 2013 to April 30, 2016** or a suitable hot meal and sufficient time off without pay to eat a meal.

4.4.2 Should the overtime period of work following 4.4.1 exceed four (4) hours the employee will receive \$21.00 **effective from June 5, 2013 to April 30, 2016** or a suitable hot meal and sufficient time off without pay to eat a meal.

4.4.3 The compensation outlined in 4.4.1 and 4.4.2 shall also apply to any employee who works more than ten (10) consecutive hours per working day on Saturdays, Sundays or Statutory holidays.

**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 four (4) 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 four (4) hour period unless released by the Employer.

4.6 a) An Employee reporting 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 four (4) 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 four (4) 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 electronic banking deposit not later than Thursday of each week. If paid by cheque or electronic deposit on Thursday, and a holiday occurs on Thursday, payment by cheque or electronic deposit shall be on the preceding Wednesday. Employers payroll week ending will be 12:00 midnight Saturday of each week which is the E.I. week ending.

If an employee incurs costs for a company payroll cheque which is rejected due to "Non Sufficient Funds", then all such costs will be borne by the Contractor.

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 and when lay-off occurs, this is to be provided by hand, mail, fax or electronic within five (5) working days.

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 (SEE APPENDIX A)**

4.10 **Vacation Pay 11%** - Payable weekly.

4.11 **FOREPERSON AND GENERAL FOREPERSON** - Foreperson in charge shall mean - a qualified Journeyperson who is elevated by the person's Employer to lay out work and who shall instruct other members in his respective trade. General Foreperson and Foreperson shall be members of Local Union 71. Position for Superintendent or Area Superintendent shall be offered to members of Local 71 first if such members are qualified for the position.

The number of Journeypersons to Foreperson shall be at the discretion of the Employer.

On all work coming under the terms of the Agreement, where General Foreperson and Foreperson are employed, it is proper that orders be given in the following sequence:

General Foreperson to Foreperson, Foreperson to Journeyperson.

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

The General Foreperson's rate of pay to be twenty percent (20%) over the regular Journeyperson's rate of pay.

**TRAVEL AND BOARD**

4.12 Members working outside the Free Zone Boundary shall receive extra remuneration on the following basis: from Free Zone to fifty six (56) km measured by the most regularly travelled route (paved road) **will be paid sixty-one (61) cents per km effective June 5, 2013; sixty-three (63) cents per km effective May 1, 2014 and sixty-five (65) cents per km effective May 1, 2015.**

All U.A. Members working outside the mileage allowance area will be paid **Room and Board of one hundred four dollars and fifty cents (\$104.50) per working day effective June 5, 2013; one hundred nine dollars and fifty cents (\$109.50) per working day effective May 1, 2014 and one hundred fourteen dollars and fifty cents (\$114.50) per working day effective May 1, 2015.** Travelling time will be paid for the first day to the project and final trip from the project.

Members working over eighty (80) km from the Free Zone Boundary will have their fare and board paid to and from the project at least every sixty (60) calendar days and will be paid single time for travel on their first trip to the site and their Final trip from the site.

4.13 The Free Zone Boundary shall be the City of Ottawa as defined in the amalgamation of January 1, 2001 and a 40 km radius from the intersection of Carling Avenue and Preston Street, whichever is greater. The Free Zone Boundary is to include Rockland. Also, the following city limits shall be considered free zone boundaries: Almonte, Arnprior, Carleton Place, Pembroke, Smiths Falls, Kemptville, Casselman, Embrun and Limoges.

4.14 **City of Ottawa Parking** - Members working in the City of Ottawa defined by the amalgamation of January 1, 2001 shall be paid actual parking receipt cost to a maximum per working day of **\$17.00 effective June 5, 2013; \$17.50 effective May 1, 2014 and \$18.00 effective May 1, 2015.** Parking will not be paid to the employee when the employer arranges parking free of charge to the employee. This also applies to the Free Zone Boundary listed in 4.13.

#### **SECTION 5.0 - HIRING**

5.1 The Company agrees to hire only members of Local 71 as long as the Union is able to supply Journeypersons 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 Journeypersons who are members of the United Association, Local 71, the Union will supply Journeypersons who are members of the United Association.

5.2 The Employer agrees to hire from the list of unemployed Union Members of Local Union 71 Journeypersons and Apprentices. The Employer shall have the right to choose from the list of unemployed members on a 50/50 basis of selection. The



Employer also has the right to name hire Forepersons, General Forepersons, from the list of unemployed Local 71 members. Any abuse of the hiring procedure shall be in violation of this Agreement

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. Upon request from the employer, a photocopy of the Referral Work Slip can be faxed to said employer's head office.

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 two (2) hours prior to the end of the work day or work shift.

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.

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

When such a lay-off is effected when an Employee is working overtime or shift work, or on a Saturday, Sunday, or Statutory Holiday, when the Employer is unable to pay off at a time of layoff, the Employee's pay, all applicable benefits and other documents mentioned herein plus two (2) hours straight time shall be sent by registered Mail on the next regular working day to the Employee's last known address or as per written instructions from the Employee to the Contractor's Representative on the job site. Prior notice is not required under this clause. If not mailed on the next regular working day, refer to paragraph three (3).

The employee shall receive with the employee's pay, an "Employment Insurance Record of Employment" Form.

5.11 When an Employee terminates employment voluntarily, the Employee shall be provided with final pay, other applicable benefits, and "Employment Insurance Record of Employment" Form, which is to be mailed no later than five (5) regular working days of such termination, by Registered Mail or priority post, to the Employee's last known address, or as per written instructions from the Employee to the Employer's Representative on the job site.

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

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

#### **SECTION 6.0 - UNION REPRESENTATION, JOB AND SHOP STEWARD**

6.1 The company agrees to the appointment or election of a Job Steward or Shop Steward.

6.2 The Job Steward or Shop Steward are under the supervision of the Business Manager or Business Agent for matters pertaining to Collective Agreement and Union matters.

6.3 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 Union 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.

6.4 The Union and the Employer agree that when Stewards are not performing their Stewards duties, they shall perform their regular assigned work.

6.5 It shall be the duty of the Steward to police the jurisdiction applicable to the trades and to observe safety conditions of employment and the conduct of the Union members, and that the duties and obligations of members (Employees) to their Union and/or Employer and the provisions of this Agreement are complied with.

6.6 The Steward shall assist, when required, in adjusting differences or misunderstandings which might arise out of the interpretation, application or alleged violation of the Agreement. All complaints that cannot be initially adjusted with the Company's Representative on the job or project, will be referred to the Business Manager or Business Agent for further action therein.

6.7 Stewards duties will only pertain to the particular Employer they are employed by, therefore such Stewards will not interfere with other Contractors on the job sites. If the Stewards are aware of problems created on the job sites with other Contractors, then they shall refer such problems or complaints to the Union Business Manager or Business Agent.

6.8 Stewards will work all overtime hours pertaining to his particular trade that may be in effect on the job site, if willing to work.

6.9 Stewards shall have preferred seniority in the event of a reduction in work force where all other qualifications are relatively equal.

6.10 The Job Steward will not be transferred to another project without the written approval of the Business Representative of Local Union 71, unless project is terminated.

The Steward may be transferred to another project with the consent of the Business Representative of Local Union 71, if said project is held up due to conditions, material shortage or any other cause that may delay said project. The Journeyman Steward will return to his original project where he was appointed or elected Shop Steward, when work resumes.

6.11 The Union will notify the Employer or his site Representative in writing, the name of the Steward when the appointment or election becomes effective.

6.12 The Job Steward shall also receive notice of Employees indefinitely transferred off the project or on project or shop. The Steward will keep a record of Employees dismissed, laid-off or transferred from one job to another.

## **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 of 2007 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 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 thereunder.

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 on site hole drilling, setting of sleeves and inserts (for concrete only on high rise buildings) required for the installation of mechanical services under the control of the Contractor shall be performed by Drilling Contractors signatory to the Residential Service Agreement.

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, and local practice, 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 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 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 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.

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

9.12 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.

9.13 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 man 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.

9.14 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, as amended.

9.15 **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.

9.16 **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 Workplace Safety and Insurance Board does not cover the said expense.

9.17 **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 - FABRICATION SHOPS**

11.1 Only members of Local Union 71 and duly indentured Apprentices under the Ontario Apprenticeship Act shall perform work in the Employer's Fabrication Shops.

11.2 Fabricated material means the assembling and fabrication of mill run pipes and fittings, pipe bends, pre-cut, pre-grooved and fabricated pipes for purposes of job pre-fabrication and the ordinary custom built pipe hangers, anchors and pipe supports that are generally designed and made up on the job site. The regular catalogue pipe hangers, pipe clamps and catalogue special design pipe supports are not included as "Fabricated Material".

Union Stickers will be supplied by U.A. Local 71 through the Shop Steward employed in the Fabrication Shop and Union Stickers will be pasted on all fabricated materials.

#### **SECTION 12.0 - APPRENTICESHIP**

12.1 The Union and management agree that for all purposes of this Agreement, "Apprentices" are persons serving apprenticeship in accordance with the Provincial Regulations. They shall be members of Local Union 71; and they shall be paid according to the Act (40, 50, 60, 70 and 80 percent of the Journeyperson's rate in the successive training periods). Once their prescribed apprenticeship term has been completed, and their Provincial Certificate has been obtained, they are Journeypersons in the eyes of both the Union and the Employers.

12.2 It is required as a condition of employment, that each Apprentice attend classes as arranged by the **authority having jurisdiction**. 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.

12.3 One Apprentice may be employed in any shop where one Journeyperson is regularly employed; the ratio of Apprentices to Journeypersons 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.

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

12.5 The Apprentice must carry out, under the immediate supervision of a skilled workperson, 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.

12.6 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.

**12.7 The contractor shall be entitled to name hire one additional apprentice from the Local out-of-work list to work on a designated job site and to remain bound to this job site until completion and can not be transferred to a different job site without consent of the Local Union.**

12.8 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.

12.9 When an employer graduates an apprentice to a journeyman level, and his achieved licence is verified, Local 71 will grant the employer for a period of one (1) year the right to hire a 1<sup>st</sup> or 2<sup>nd</sup> year apprentice to replace that graduating 5<sup>th</sup> year apprentice. If the employer's apprenticeship ratio permits the 1<sup>st</sup> or 2<sup>nd</sup> year apprentice will be chosen on a 50/50 basis from Local 71's unemployment list.

**SECTION 13.0 - WELDER'S QUALIFICATIONS**

13.1 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.

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

13.3 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.

13.4 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 14.0 - TOOLS AND PROTECTIVE CLOTHING**

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

14.2 The Employer shall supply the following tools or equipment:

B Tank Cylinders Pipe Wrenches over 14"

All Power Tools Chain Saws

Step Ladders

14.3 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."

14.4 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.

14.5 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.

14.6 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 15.0 - SPECIAL LEAVE**

15.1 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 16.0 - JOINT CONFERENCE BOARD**

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

representing either the Zone Association or the Union may cast his proportionate share of such three (3) votes.

The Board shall attempt to settle any dispute or grievance arising out of this Agreement between any member of the Local Union and any Contractor of the Zone Association, or between the Union and the Zone Association, or between the Zone Association and any Contractor.

16.2 A grievance within the meaning of this Collective Agreement shall mean a written claim in writing by Local Union 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.

16.3 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.

16.4 The Joint Conference Board shall be convened within four (4) working days from the receipt by either party of a grievance and shall hear the parties or persons involved and render a decision with respect to the grievance.

16.5 In the event a grievance is submitted by mail, then all such correspondence shall be by Registered Mail.

16.6 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 time limits may be extended by mutual written consent of Local Union 71 and the MCA Ottawa.

16.7 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 124 Labour Relations Act, RSO 1980, as amended 1981 Chapter 228.

16.8 The Joint Conference Board shall have the right, by unanimous agreement, to assess costs of the Joint Conference Board against one or more parties to the

grievance. These costs shall cover expenses of the Chairman and clerical assistance when either or both are incurred.

**SECTION 17.0 - PAYMENTS OF EMPLOYER CONTRIBUTIONS**

17.1 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.

17.2 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.

17.3 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.

17.4 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 18.0 - UNION DUES CHECK OFF**

18.1 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 19.0 - HEALTH AND WELFARE TRUST FUND**

19.1 Each Employer will contribute to the Local Union 71 Health and Welfare Trust Fund **the sum of three dollar and seventeen cents (\$3.17) per hour effective June 5, 2013 for Section 19 above, and effective May 1, 2014, three dollar and twenty-two cents (\$3.22) per hour for Section 19 above and effective May 1, 2015, three dollar and twenty-seven cents (\$3.27) per hour**, on all regular and overtime hours by each Employee covered by the Agreement established under a Declaration of Trust entered on December 10, 1965. 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.

19.2 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 20.0 - PENSION TRUST FUND**

**Effective June 5, 2013, \$ 7.03 per hour**

**Effective May 1, 2014, \$ 7.30 per hour**

**Effective May 1, 2015, \$ 7.59 per hour**

20.1 Again commencing on a date to be established by the Trustees appointed by the Union as hereinafter provided, and in addition to the wages, vacation pay and other benefits, set out in this Collective Agreement, each Employer will contribute to the Local Union Pension Trust Fund **the sum of seven dollars and three cent (\$7.03) effective June 5, 2013, and seven dollars and thirty cent (\$7.30) effective May 1, 2014, and seven dollars and fifty-nine cents (\$7.59) effective May 1, 2015**, 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.

20.2 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.

20.3 The "Committee of Trustees" to administer the said Local Union 71 Pension Trust Fund shall consist of not less than four (4) Trustees all of whom shall be members in good standing of the Union.

20.4 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.

20.5 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.

20.6 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 21.0 - VACATION PAY AND STATUTORY HOLIDAYS:**

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

**SECTION 22.0 - UNION DUES PROMOTION TRUST FUND DEDUCTION CLAUSE**

**Effective June 5, 2013, \$ 1.02 per hour.**

**Effective May 1, 2014, \$ 1.04 per hour.**

**Effective May 1, 2015, \$ 1.07 per hour.**

22.1 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 one dollar and two cents (\$1.02) wages for each regular and overtime hour, or part thereof, worked by such Employee and each Employer further agrees to deduct the said sum of one dollar and two cents (\$1.02) for each regular and overtime hour or part thereof and agrees to remit said amount to the Administrator of the "Local Union 71 Promotion Fund" or such other persons appointed under the Trust Agreement. **Effective June 5, 2013, the amount shall be one dollar and two cents (\$1.02) per hour. Effective May 1, 2014, the amount shall be one dollar and four cents (\$1.04) per**



**hour. Effective May 1, 2015, the amount shall be one dollar and seven cents (\$1.07) per hour.** 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.

22.2 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 23.0 - TRAINING FUND**

Effective June 5, 2013, \$ 0.40 per hour.

Effective May 1, 2014, \$ 0.40 per hour.

Effective May 1, 2015, \$ 0.40 per hour.

23.1 Each Employer will contribute to the Local Union 71 Apprenticeship and Journeyperson Training Fund the sum of forty cents (\$0.40) per hour effective June 5, 2013; the sum of forty cents (\$0.40) per hour effective May 1, 2014 and the sum of forty cents (\$0.40) per hour effective May 1, 2015 for each hour worked by each Employee, and will remit said sum to the Joint Trustees or their Administrator as established under a Declaration of Trust entered into on June 5, 1971. The prime purpose of this fund is for the upgrading of the U.A. Membership.

23.2 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 Employees for whom the contributions are made. Forms for reporting shall be provided by the Administrator.

**SECTION 24.0 - INDUSTRY FUND**

Effective May 5, 2013, \$0.39 per hour.

Effective May 1, 2014, \$0.39 per hour.

Effective May 1, 2015, \$0.39 per hour.

24.1 Each Employer bound by this Agreement will contribute thirty nine cents (\$0.39) effective June 5, 2013; thirty nine cents (\$0.39) effective May 1, 2014 and thirty nine cents (\$0.39) effective May 1, 2015, up to 40 cents per hour if required, 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 24.2 - BILL 162 (WSIB)**

Each Employer will contribute to the Local 71 Health and Welfare Trust Fund three cents (\$0.03) per hour **effective June 5, 2013 to April 30, 2016** 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 24.3 - 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 June 5, 2013 to April 30, 2016;** 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 25.0 - DURATION AND TERMINATION OF AGREEMENT**

This Agreement shall become **effective June 5, 2013 and shall remain in effect until April 30, 2016.**

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

#### **SECTION 26.0 - CONDITION OF SIGNING**

26.1 The Mechanical Contractors Association of Ottawa has negotiated and executed this Agreement for and on behalf of all Employers listed in the Association's Certificate of Accreditation 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 set out in the unit of Employers described in the Certificate of Accreditation.

The list of Employers for whom The Mechanical Contractors Association of Ottawa is the bargaining agent under the Certificate of Accreditation, each of whom is the Employer party to this contract, is attached to and made part of this Agreement as per Appendix "B" attached.

26.2 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 27.0 - SAVINGS CLAUSE**

27.1 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.

27.2 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.

27.3 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 28.0 - SIGNATORIES TO AGREEMENT**

Signed this \_\_\_\_\_, 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

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Chairman - MCA-Ottawa

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Local Union 71

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MCA-Ottawa

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Local Union 71

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MCA-Ottawa

**APPENDIX A**

**WAGE AND BENEFIT PROVISIONS**

**New Construction**

**High rise apartments of more than 3 1/2 storeys**

I T E M	June 5/2013	May 1/2014	MAY 1/2015
HOURLY RATE	\$36.00	\$36.97	\$38.01
VACATION PAY (11%)	\$3.96	\$4.07	\$4.18
WELFARE FUND	\$3.17	\$3.22	\$3.27
PENSION FUND	\$7.03	\$7.30	\$7.59
TRAINING	\$0.40	\$0.40	\$0.40
ARTICLE 23	\$0.10	\$0.10	\$0.10
ARTICLE 30	\$0.03	\$0.03	\$0.03
DENOVO	\$0.04	\$0.04	\$0.04
OCS	\$0.01	\$0.01	\$0.01
O.P.T.P.F	\$0.26	\$0.26	\$0.26
STABILIZATION FUND	\$1.34	\$1.42	\$1.50
UNION FIELD DUES	\$1.02	\$1.04	\$1.07
LOCAL BLDG FUND	\$0.40	\$0.40	\$0.40
TOTAL	\$53.76	\$55.26	\$58.86
ZONE ASS. FUND	\$0.39	\$0.39	\$0.39
MIAC/WTF FUND	\$0.05	\$0.05	\$0.05
TOTAL	\$54.20	\$55.70	\$57.30

Signed this \_\_\_\_\_, 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

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Chairman - MCA-Ottawa

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Local Union 71

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Local Union 71

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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 (high rise apartments of more than 3 1/2 storeys) collective agreement expired on April 30, 2016; 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.

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

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THE MECHANICAL CONTRACTORS ASSOCIATION OF  
OTTAWA