

**OTTAWA, CORNWALL AND RENFREW AREA**

**SERVICE SECTOR**

**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: July 1, 2014 to April 30, 2019.**

OTTAWA, CORNWALL AND RENFREW AREA  
 COLLECTIVE AGREEMENT  
 SERVICE SECTOR  
 LOCAL UNION 71 AND MCA OTTAWA

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## COLLECTIVE AGREEMENT

### **SECTION 1.0 COLLECTIVE AGREEMENT**

This Agreement covers all service work in all sectors of the plumbing and pipefitting trade.

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

This Agreement shall apply to all plumbing service work performed by the Employer to keep existing plumbing systems within occupied or ready to be occupied facilities operating in an efficient manner. Service work includes service, repair, modification and replacement of plumbing systems. This work shall include but not limited to sanitary drainage systems, potable water systems, domestic hot water systems, solar systems, plumbing fixtures, gray water systems, recycled and rain water capture systems, gas and oil systems, hydronics heating and cooling systems, and similar building utilities.

### **SECTION 3.0 RECOGNITION**

3.1 The Employer agrees to recognize the Union as the sole collective bargaining agent for all Employees including foremen, general foremen, 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. See Section 5.1.

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.

### **GEOGRAPHICAL JURISDICTION OF AGREEMENT AND SECTORS**

3.3. The geographical jurisdictional area covered by this Agreement is as per Zone 13 of the Ontario Provincial Collective Agreement.

### **SECTION 4.0 HOURS OF WORK, WAGES, VEHICLES**

4.1 The regular hours of work shall be up to forty (40) hours a week; five (5) eight (8) hours a day from Monday to Saturday. All overtime hours shall be paid at time and one half of the regular base rate. Also, Sunday shall be paid at time and one half.

4.1(a) Standby pay will guarantee a minimum income of two hours pay (straight time) on Saturdays, Sundays or statutory holidays for any employee required to standby on such a day. Standby pay is payable on Saturdays, Sundays and statutory holidays only in cases where an employee on standby is not called out.

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 governmentally declared Statutory Holidays shall be paid at the rate of time and one half. When any of the above statutory holidays fall on a Saturday or Sunday, such holiday shall be observed on the day of.

4.4 All vehicles required to perform the work assigned shall be supplied to the employee by the contractor, when required and at the discretion of the contractor.

#### **PAYMENT OF WAGES**

4.5 Wages shall be paid by cheque, cash or direct deposit not later than Thursday of each week. If paid by cheque or cash on Thursday, and a holiday occurs on Thursday, payment by cheque, cash or direct deposit shall be on the preceding Wednesday. Employers payroll week ending will be 12:00 midnight Saturday of each week which is the EI week ending.

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.

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

4.7 **Vacation Pay 11%** - Payable weekly

4.8 **Wages & Benefits** - as per Appendix A for all except for the Cornwall jurisdiction which is as per Appendix B.

Wages and Benefits rates for Appendix A and Appendix B after April 30, 2016 may be renegotiated up to a maximum of the ICI percentage increase negotiated in the Ontario Provincial Collective Agreement.

## **SECTION 5.0 HIRING**

5.1 The Employer agrees to hire from the list of unemployed Mechanical Service Contractors Certified (MSCC) service plumbers Union Members of Local Union 71 Journeymen and Apprentices. The Employer shall have the right to choose 100 % from the list of unemployed MSCC Certified members. (i.e. the Employer has full name hired from the unemployed list.)

5.2 If Local Union 71 is unable to supply competent, certified and skilled Employees satisfactory to the Employer within one business day, the Employer may hire such persons wherever available and train such persons to perform the work required. The Employer shall immediately notify the Local Union having jurisdiction of any and all new hired covered by this Agreement who were not referred by the Local Union to ensure that they are properly classified by the Union to perform work covered by this Agreement.

When the Local Union is unable to provide qualified Employees, the Employer may, upon notification to the Local Union, hire Probationary Service Employees for a period not to exceed six months, for the purpose of evaluating the capabilities of the Employee. While on probation, the employee will not be removed or transferred by the Local Union without permission from the Contractors. After such probationary period, the employee will be accepted as a full member of the Local Union.

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 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 Journeymen 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 Insurance Number
- b) Certificate of Apprenticeship or proper qualifications
- c) Any other requirements enforced by the Ministry of Labour
- d) Valid Driver's License
- e) Good Standing Drivers Abstract
- f) All other training certificates

5.9 Local Union 71 will supply only Journeypersons who hold valid Certificates of Qualification issued in accordance with current Ontario College of Trades and Apprenticeship Act and who have all mandatory initial or upgrade safety training called for under the current Occupational Health and Safety Act (excluding client specific training). The agreed to training shall be provided regularly to all employees, such that employees are fully qualified in these areas both at time of hiring/dispatch and over the course of their employment.

#### **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 the next payroll date.

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 layoff, then the waiting time shall not apply. The agreement is not to be unreasonably withheld by either party.

When an Employer sends the Record of Employment 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 "Record of Employment" (ROE), by the next payroll date of such termination to the Employee's last known address, or as per written instructions from the Employee to the Contractor'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 "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 SECURITY AND RIGHTS OF BUSINESS REPRESENTATIVE**

### **6.1 Union Security**

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

6.2 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.

6.3 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 *Workers'* Compensation Act of Ontario for all U.A. Business Representatives.

## **SECTION 7.0 NO STRIKE NO LOCKOUT**

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

## **SECTION 8.0 GENERAL WORKING CONDITIONS AND SAFETY**

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

8.2 All members shall be required to have and wear approved Safety Boots, Safety Harness and Safety Hats as a condition of employment. The members shall provide the Safety Boots, Safety Harness and Safety Hats at their own expense unless the Contractor demands a Safety Hat of a particular colour or style, in which case, the Contractor shall supply it at the Contractor's expense. Safety Hats, supplied by the Contractor, shall be returned by the Employee on termination of employment.

8.3 Protection Goggles shall be supplied by the employer and worn by the 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.

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

8.5 The Contractor shall provide First Aid requirements on the job or project as prescribed by the Workplace Safety and Insurance Board and/or regulations issued thereunder.

8.6 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.

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. The use of the word "maintenance" in this Agreement is not meant to replace or substitute maintenance agreements between Local Unions and a Contractor or General Presidents' Agreements.

Any pre-purchase of packages, equipment, materials and associated scope of work that are required to be part of the contract shall not be subject to 8.6 above.

8.7 All pipe cutting machines and welding equipment on the job or shop to be operated by Apprentices or Journeymen 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.

8.8 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.

8.9 An adequate supply of pure sealed bottle drinking water shall be kept readily accessible for the workers at the expense of the contractor.

8.10 Waterless soap hand sanitizer and individual towels shall be provided for workers who use and handle corrosive, poisonous or other substances likely to endanger their health or safety.

8.11 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 W.S.I.B., Accident Prevention Regulations.

#### **8.12 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.

#### **8.13 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 W.S.I.B. does not cover the said expense.

#### **8.14 REHABILITATION**

After an accident at work, upon producing a Medical Certificate (as required by current legislation), the Employer agrees to reinstate the Employee in his job, providing work is available.

### **SECTION 9.0 MANAGEMENT RIGHTS**

9.1 The Union agrees that it is the exclusive right of each Contractor covered by the Agreement to manage its business in all respects in accordance with its commitments and responsibilities.

9.2 It is agreed that all 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.

9.3 To hire, transfer, promote, assign or reassign, demote, lay-off or discipline Employees for just cause.

### **SECTION 10.0 APPRENTICESHIP**

10.1 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. He shall be a member of Local Union 71; and he shall be paid according to the Act (40, 50, 60, 70 and 80 percent of the Journeyman's rate in the successive training periods). Once his prescribed apprenticeship term has been completed, and his Provincial Certificate has been obtained, he is a Journeyman in the eyes of both the Union and the Employers.

10.2 It is required as a condition of employment, that each Apprentice attend classes as arranged by the Ministry of Training, Colleges and Universities. Also, all Apprentices as a condition of employment shall be required to attend at least two course per year under the direction of the Local Union 71 Joint Apprenticeship Committee.

10.3 One Apprentice may be employed in any shop where one Journeyman is regularly employed; the ratio of Apprentices to Journeymen shall be in accordance with the regulations as laid down in the current 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.

10.4 The Apprentice must carry out, under the direct or indirect supervision of a skilled workman, the tasks to which he is assigned. The Journeyman shall not unreasonably withhold from the Apprentice any tools which are necessary to perform his assigned tasks.

10.5 The ratio of Apprentices will apply to a service department when layoffs take place, Apprentices shall be laid off and the same ratio maintained as when Apprentices are being employed.

10.6 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 11.0 TOOLS AND PROTECTIVE CLOTHING**

11.1 The Employer shall supply the following tools or equipment: B Tank Cylinders, Pipe Wrenches over 14", All Power Tools, and Step Ladders, as required and seen fit for the work being performed.

The Journeyperson Plumber and Apprentices shall supply tools according to Appendix "C" and all other small tools in order to perform his assign work.

11.2 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 willfully misusing or failing to report loss of tools shall be subject to costs of replacement.

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

11.4 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.

11.5 If the Employee fails to return any tools or equipment supplied by the Employer, the replacement cost of such tool or equipment may be deducted from any monthly remittances to the Fund Administrators until such time as the costs are repaid in full.

11.6 The Employee will keep equipment and company-owned vehicles, within their control, in a neat, clean and safe condition. They shall be responsible for using the Truck/Service Van for only the purpose for which it is intended and shall ensure that it is operated in a safe and responsible manner as per the company operating policies or guidelines. These guidelines may include, but not be limited to a circle check of the vehicle and the use of hands-free cellular devices while operating a vehicle.

#### **SECTION 12.0 SPECIAL LEAVE**

12.1 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 measure 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 13.0 JOINT CONFERENCE BOARD**

13.1 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.

13.2 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.

13.3 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.

13.4 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.

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

13.6 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.

13.7 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.

13.8 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 14.0 PAYMENTS OF EMPLOYER CONTRIBUTIONS**

14.1 Employer reports covering Contributions on Appendix A and Appendix B 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.

14.2 If any Employer is found to be in default in remitting payments required under the Contributions on Appendix A or on Appendix B 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.

14.3 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.

14.4 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 15.0 UNION DUES CHECK OFF**

15.1 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 insurance 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 16.0 HEALTH AND WELFARE TRUST FUND**

Appendix A - Effective from July 1, 2014 to April 30, 2016 \$2.85 per hour

Appendix B - Effective from July 1, 2014 to April 30, 2016 \$2.85 per hour

16.1 Each Employer will contribute to the Local Union 71 Health and Welfare Trust Fund the sum of two dollars and eighty five cents (\$2.85) per hour effective from July 1, 2014 to April 30, 2016 for Appendix A; or the sum of two dollars and eighty five cents (\$2.85) per hour effective from July 1, 2014 to April 30, 2016 for Appendix B on all hours worked for a maximum of 40 hours per week 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.

16.2 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 amount's from the Employee's wages.

#### **SECTION 17.0 PENSION TRUST FUND**

Appendix A - Effective from July 1, 2014 to April 30, 2016 \$6.57 per hour

Appendix B - Effective from July 1, 2014 to April 30, 2016 \$5.50 per hour

17.1 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 six dollars and fifty-seven cents (\$6.57) per hour effective from July 1, 2014 to April 30, 2016 for Appendix A; or the sum of five dollars and fifty cents (\$5.50) per hour effective from July 1, 2014 to April 30, 2016 for Appendix B on all hours worked for a maximum of 40 hours per week 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.

For members working in the Cornwall area use Appendix "B" schedule.

17.2 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.

17.3 The "Committee of Trustees" to administer the said Local Union 71 Pension Trust Fund shall consist of one independent and not less than five (5) Trustees all of whom shall be members in good standing of the Union.

17.4 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.

17.5 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.

17.6 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 18.0 TRAINING FUND**

Appendix A - Effective July 1, 2014 to April 30, 2016 \$0.20 per hour.

Appendix B - Effective July 1, 2014 to April 30, 2016 \$0.10 per hour.

18.1 Each Employer will contribute to the Local Union 71 Apprenticeship and Journeyman Training Fund the sum of twenty cents (\$0.20) per hour effective from July 1, 2014 to April 30, 2016 for Appendix A; or the sum of twenty cents (\$0.10) per hour effective July 1, 2014 to April 30, 2016 for Appendix B and 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.

18.2 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 19.0 ARTICLE 30 - CONTINUATION OF BENEFIT COVERAGE**

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



**SECTION 20.0 ONTARIO PIPE TRADES PROMOTION FUND**

There shall be a United Association Promotion Fund known as the Ontario Pipe Trades Promotion Fund. The Contractor agrees to deduct from each employee the sum of .02 cents for each hour worked and shall remit same to the Local Union Administrator, who shall forward the amount to the Secretary-Treasurer of the Ontario Pipe Trades Council. Payment for the fund as outlined in this Agreement shall be made in accordance with the Payment of Funds procedures as outlined in each local appendix. It is understood and agreed that this fund is included in, and to be taken from, the total "gross" package offered by the MTBC.

**SECTION 21.0 UNION FIELD DUES (PROMOTION TRUST FUND)**

Appendix A - Effective from July 1, 2014 to April 30, 2016 \$0.30 per hour

Appendix B - Effective from July 1, 2014 to April 30, 2016 \$0.30 per hour

21.1 In addition to the wages, welfare, and all other benefits herein set out, each Employer will pay to each Employee covered by this Collective Agreement an additional thirty cents (\$0.30) per hour 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 thirty cents (\$0.30) per hour 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 July 1, 2014 to April 30, 2016, the amount shall be thirty cents (\$0.30) per hour for both Appendix A and Appendix B. 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.

21.2 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 22.0 ZONE ASSOCIATION FUND**

Appendix A - Effective from July 1, 2014 to April 30, 2016 \$0.15 per hour

Appendix B - Effective from July 1, 2014 to April 30, 2016 \$0.15 per hour

22.1 Each employer bound by this agreement will contribute the amount above for every hour worked by each employee covered by this agreement. This contribution will be paid by the 15th of each month following that in which the hours were worked. Payment shall be mailed to the administrator of the Welfare Plan

## **SECTION 23.0 UA STANDARD FOR EXCELLENCE**

23.1 The Parties to this Collective Agreement embrace the purpose and commit to the intent of the UA "Standard For Excellence" as found in its entirety under 23.4 below.

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

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

### **23.4.1 Member and Local Union Responsibilities:**

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

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready for work, every day on time (Absenteeism and tardiness will not be tolerated.)
- Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods.)
- Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied to the employer.
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA craftworkers are the most highly trained and sought after workers.

- Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met.
- Be productive and keep inactive time to a minimum.
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards on time completion of the project in an auspicious manner.
- Respect the customers' property (Waste and property destruction, such as graffiti, will not be tolerated.)
- Respect the UA, the customer client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable.)
- Respect and obey employer and customer rules and policies.
- Follow safe, reasonable and legitimate management directives.

#### **23.4.2 Employer and Management Responsibilities:**

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

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journey workers and apprentices.
- Provide worker recognition for a job well done.
- Ensure that all necessary tools and equipment are readily available to employees.
- Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner.
- Provide proper storage for contractor and employee tools.
- Provide the necessary leadership and problem solving skills to jobsite supervision.
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- Encourage employees, but if necessary, be fair and consistent with discipline.
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines.
- Promote and support continued education and training for employees while encouraging career building skills.

- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number employees to the work at hand, thereby providing the customer with a key performance indicator of the value of the UA Standard for Excellence.
- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project.
- Cooperate and communicate with the job steward.

#### **23.4.3 Problem Resolution Through the UA Standard for Excellence Policy:**

- Under the UA Standard for Excellence it is understood, that members through the local union, and management through the signatory contractors, have duties and are accountable in achieving successful resolutions.

##### **23.4.3.1 Member and Local Union Responsibilities:**

The Local Union and the steward will work with members to correct and solve problems related to job performance

- Job stewards shall be provided with steward training and receive specialized training with regard to the UA Standard for Excellence.
- Regular Meetings will be held where the job steward along with UA supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The job steward shall communicate with the members about issues affecting work progress.
- The business manager or his delegate will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the UA Standard for Excellence policy.
- The steward and management will attempt to correct such problems with individual members in the work place.
- Individual members not complying with membership responsibility shall be brought before the Local Union Executive Board, which will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The local union's role is to use all available means to correct the compliance problem.

##### **23.4.3.1 Employer and Management Responsibilities:**

- Regular meetings will be held where the management team and UA supervision will communicate with the job steward regarding job progress, work schedules and other issues affecting the work process.

- Management will address concerns brought forth by the steward or UA supervision in a professional in a professional and timely manner.
- A course of action shall be established to allow the job steward and/or UA supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision where the employee is detrimental to the UA Standard for Excellence platform and make a decision regarding his/her further employment.

**23.4.3.2 Additional Jointly Supported Methods of Problem Resolution:**

- In the event an issue is irresolvable at this level, the local or the contractor may call for a contractually established labour management meeting to resolve the issues.
- Weekly job progress meetings should be conducted with job stewards, UA supervision and management.
- The local or the contractor may involve the customer when their input is prudent in finding a solution.
- Foremen, general foremen, superintendents and other management should be educated and certified as leaders in the UA Standard for Excellence policy.

**SECTION 24.0 DURATION AND TERMINATION OF AGREEMENT**

This Agreement shall become effective July 1, 2014 and shall remain in effect until April 30, 2019. It may be amended from time to time as mutually agreed by Local Union 71 and The Mechanical Contractors Association of Ottawa.

**SECTION 25.0 CONDITION OF SIGNING**

25.1 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.

25.2 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 26.0 SAVINGS CLAUSE**

26.1 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.

26.2 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.

26.3 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 27.0 SIGNATORIES TO AGREEMENT**

Signed this \_\_\_\_\_, 2015, 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.

\_\_\_\_\_  
Michael Reid  
Local Union 71

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Serge Robert  
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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Local Union 71

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MCA-Ottawa

**APPENDIX "A"**

**SERVICE SECTOR**

**All Areas within Zone 13, except Cornwall Jurisdiction**

**WAGE SCHEDULE**

<b>ITEM</b>	<b>MAY 1, 2016</b>	<b>MAY 1, 2017</b>	<b>MAY 1, 2018</b>
<b>HOURLY RATE</b>	<b>\$38.19</b>	<b>\$38.91</b>	<b>\$39.65</b>
<b>VACATION PAY (11%)</b>	<b>\$4.20</b>	<b>\$4.28</b>	<b>\$4.36</b>
<b>WELFARE FUND</b>	<b>\$2.85</b>	<b>\$2.85</b>	<b>\$2.85</b>
<b>PENSION FUND</b>	<b>\$6.77</b>	<b>\$6.88</b>	<b>\$6.99</b>
<b>TRAINING</b>	<b>\$0.20</b>	<b>\$0.20</b>	<b>\$0.20</b>
<b>OPTC</b>	<b>\$0.02</b>	<b>\$0.02</b>	<b>\$0.02</b>
<b>ARTICLE 30</b>	<b>\$0.03</b>	<b>\$0.03</b>	<b>\$0.03</b>
<b>UNION FIELD DUES</b>	<b>\$0.31</b>	<b>\$0.32</b>	<b>\$0.33</b>
<b>TOTAL</b>	<b>\$52.57</b>	<b>\$53.49</b>	<b>\$54.43</b>
<b>ZONE ASS. FUND</b>	<b>\$0.15</b>	<b>\$0.15</b>	<b>\$0.15</b>
<b>TOTAL</b>	<b>\$52.72</b>	<b>\$53.64</b>	<b>\$54.58</b>

Local 71 do **not** have "Union Field Dues", "Ontario Pipe Trades Promotion Fund" or "OCS (Ontario Construction Secretariat) Fund" included in the Base Rate. In this case each fund is added to the Base Rate for taxing only. The full amount of each fund is deducted and remitted in accordance with the local Appendix. Vacation Pay is calculated only on the specified Base Rate.

This Appendix applies to the geographical area of Zone 13, with the exception of the Cornwall jurisdiction.

Wage and Benefit rates post April 30, 2016 may increase up to the matching percentage increase negotiated in the 2016-2019 ICI Ontario Provincial Collective Agreement.



**APPENDIX "B" - CORNWALL**

**SERVICE SECTOR**

**WAGE SCHEDULE**

<b>ITEM</b>	<b>MAY 1, 2016</b>	<b>MAY 1, 2017</b>	<b>MAY 1, 2018</b>
<b>HOURLY RATE</b>	<b>\$28.36</b>	<b>\$28.82</b>	<b>\$29.28</b>
<b>VACATION PAY (11%)</b>	<b>\$3.12</b>	<b>\$3.17</b>	<b>\$3.22</b>
<b>WELFARE FUND</b>	<b>\$2.85</b>	<b>\$2.85</b>	<b>\$2.85</b>
<b>PENSION FUND</b>	<b>\$5.69</b>	<b>\$5.88</b>	<b>\$6.08</b>
<b>TRAINING</b>	<b>\$0.20</b>	<b>\$0.20</b>	<b>\$0.20</b>
<b>OPTC</b>	<b>\$0.02</b>	<b>\$0.02</b>	<b>\$0.02</b>
<b>ARTICLE 30</b>	<b>\$0.03</b>	<b>\$0.03</b>	<b>\$0.03</b>
<b>UNION FIELD DUES</b>	<b>\$0.31</b>	<b>\$0.32</b>	<b>\$0.33</b>
<b>TOTAL</b>	<b>\$40.58</b>	<b>\$41.29</b>	<b>\$42.01</b>
<b>ZONE ASS. FUND</b>	<b>\$0.15</b>	<b>\$0.15</b>	<b>\$0.15</b>
<b>TOTAL</b>	<b>\$40.73</b>	<b>\$41.44</b>	<b>\$42.16</b>

Local 71 do **not** have "Union Field Dues", "Ontario Pipe Trades Promotion Fund" or "OCS (Ontario Construction Secretariat) Fund" included in the Base Rate. In this case each fund is added to the Base Rate for taxing only. The full amount of each fund is deducted and remitted in accordance with the local Appendix. Vacation Pay is calculated only on the specified Base Rate.

This Appendix applies to the Cornwall geographical area of Zone 13.

Wage and Benefit rates post April 30, 2016 may increase up to the matching percentage increase negotiated in the 2016-2019 ICI Ontario Provincial Collective Agreement.

**APPENDIX "C"**  
**SERVICE SECTOR**

LIST OF HAND TOOLS SUPPLIED BY JOURNEYMEN AND APPRENTICES

- SELF IGNITING TORCH F/PROPANE (propane supplied by contractor)
- MEASURING TAPE AND TORPEDO LEVEL
- OPEN TOTE BAG OR TOOL BOX
- ADJUSTABLE WRENCH 6" AND 10"
- BASIN WRENCH
- #15 RIDGID CUTTER
- MINI CUTTER
- AVIATION SNIPS
- HACK SAW
- 24" LEVEL
- ¼" DRIVE SOCKET SET
- CLAW HAMMER
- NUT DRIVER 5/16
- SCREW DRIVE SET OR QUICK PIC
- PLUMBERS PLIERS
- BATTERY POWERED DRILL

**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 service sector collective agreement expired on April 30, 2019; 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