

**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 May 1, 2022, to April 30, 2025.

OTTAWA & RENFREW AREA

COLLECTIVE AGREEMENT

RESIDENTIAL SECTOR

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

LOCAL UNION 71 AND MCA OTTAWA

INDEX

SECTION

SECTION 1.0	COLLECTIVE AGREEMENT	3
SECTION 2.0	SCOPE, PURPOSE, AND INTENT OF AGREEMENT	3
SECTION 3.0	RECOGNITION	3
SECTION 4.0	HOURS OF WORK, WAGES, TRAVEL ALLOWANCE	4
SECTION 5.0	HIRING LAYOFF AND DISCHARGE.....	8
SECTION 6.0	UNION REPRESENTATION	10
SECTION 7.0	UNION SECURITY AND RIGHTS OF BUSINESS REPRESENTATIVES.....	11
SECTION 8.0	NO-STRIKE NO LOCKOUT	12
SECTION 9.0	GENERAL WORKING CONDITIONS AND SAFETY	12
SECTION 10.0	MANAGEMENT RIGHTS.....	15
SECTION 11.0	FABRICATION SHOPS.....	15
SECTION 12.0	APPRENTICESHIP	16
SECTION 13.0	WELDER'S QUALIFICATIONS	17
SECTION 14.0	TOOLS AND PROTECTIVE CLOTHING.....	18
SECTION 15.0	SPECIAL LEAVE	19
SECTION 16.0	GRIEVANCES.....	19
SECTION 17.0	PAYMENTS OF EMPLOYER CONTRIBUTIONS	20
SECTION 18.0	UNION DUES CHECK OFF.....	21
SECTION 19.0	HEALTH AND WELFARE TRUST FUND	21
SECTION 20.0	PENSION TRUST FUND	22
SECTION 21.0	VACATION PAY	22
SECTION 22.0	UNION DUES PROMOTION TRUST FUND.....	23
SECTION 23.0	TRAINING FUND	24
SECTION 24.0	INDUSTRY FUND; BILL 162 (WSIB); AND M.A.P.	24
SECTION 25.0	UA STANDARD FOR EXCELLENCE.....	24
SECTION 26.0	DURATION AND TERMINATION OF AGREEMENT	28
SECTION 27.0	CONDITION OF SIGNING	28
SECTION 28.0	SAVINGS CLAUSE	29
SECTION 29.0	SIGNATORIES TO AGREEMENT.....	30

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 May 1, 2022, to April 30, 2025.

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 foreperson, general foreperson, plumbers, steam fitters, 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) fifteen (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 workstations when conditions permit. When work cannot be done during regular work hours, such work will be considered Shift Work. For all Fit-ups and Retrofits 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 governmentally declared Statutory Holidays shall be paid at the rate of double-time. When any of the above Statutory Holidays fall on a Saturday or Sunday such holiday shall be observed on the following working days.

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 May 1, 2022, to April 30, 2025, 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 May 1, 2022, to April 30, 2025, 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, by hand, mail, or electronic means, and when lay-off occurs, this is to be provided no later than the next payroll date.

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 Journeyman 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 Journeymen 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 Journeyman.

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-five (65) cents per km effective May 1, 2022, to April 30, 2025.

All U.A. Members working outside the mileage allowance area will be paid Room and Board of one hundred fourteen dollars and fifty cents (\$114.50) per working day effective May 1, 2022, to April 30, 2025. 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 \$20.00 effective May 1, 2022, to April 30, 2025. When receipts are handed in by Thursday the employee will be reimburse on the following Thursday. 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 shall have the right to name hire the first two (2) new hires per project. This will not change the hiring schedule of the employer. 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 Before starting work for any Employer, members are to be considered as being unemployed and must report to the Local Union 71 Office to obtain a Referral Work Slip.

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. Upon request, work referral slips will be emailed the contractor's payroll office. 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) Registered Training Agreement or proper qualifications.
- c) Any other requirements enforced by the Ministry of Labour.

The union will email the documents to the contractor's office.

5.9 Local Union 71 will supply only Journeypersons who hold valid Certificates of Qualification issued in accordance with The Skilled Trades Act of Ontario.

TERMINATION OF EMPLOYMENT:

5.10 When an Employee is laid off, the Employee shall receive pay in full, other applicable benefits, and the "Record of Employment" (ROE), no later than two (2) hours prior to the end of shift. Should a contractor elect to pay by the next payroll date of such termination, two (2) hours wages at regular time pay will be added to the employees pay. The wage stub and Record of Employment (ROE) will be sent to the Employee's last known address, or as per written instructions from the Employee to the Contractor's Representative on the job site. When an Employer sends the Record of Employment electronically, he shall forward a copy to the Local Union.

If it is mutually agreed between a Business Manager and a Contractor those 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.

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 of the Employee's last known address, or as per written instructions from the Employee to the Contractor's Representative on the job site.

5.12 Employers will not discriminate against any United Association members in accordance with the Canadian Human Rights Act.

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 Journey person 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, regarding 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 Journey persons 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, except as agreed upon in section 14.3.

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 which is tested at source and deemed potable, or an adequate supply of bottled water shall be kept readily accessible on site.

9.11 Washing facilities with adequate clean water, soap and individual towels shall be provided for work persons 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 support 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 Journey person's rate in the successive training periods). Once their prescribed apprenticeship term has been completed, and their Provincial Certificate has been obtained, they are Journey persons 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 two (2) courses 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 Journey person is regularly employed; the ratio of Apprentices to Journey persons 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 Journey person 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 work person, the tasks to which he is assigned. The Journey person 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 cannot 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 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 1st or 2nd year apprentice to replace that graduating 5th year apprentice. If the employer's apprenticeship ratio permits the 1st or 2nd 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 Technical Standards and Safety Authority (TSSA).

SECTION 14.0 - TOOLS AND PROTECTIVE CLOTHING

14.1 The Employer agrees to supply Journey person Welders with the necessary tools to perform their work such as Welding Helmets, Goggles, Welding Mitts, Welding Jackets, and all necessary equipment. For Plumbers, Fitters and Apprentices working with Welders the employer shall supply leather gloves.

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 and apprentice shall supply tools as per the following list:

K37 Torch Kit (Regular, Hose and Tip)

25 Foot Magnetic Tape Measure STD

9" 50 Magnetic Torpedo Level

18" Double-Sided Tool Bag

Jet 6" Adjustable Wrench

Jet 10" Adjustable Wrench

15 Tube Cutter W/HD Wheel

101 Tubing Cutter

Hacksaw Frame

18" Magnetic Tradesman Aluminium Level

32oz Ball Peen Hammer

Nut Driver 5/16" Amber

Regular Pic Quick

10" Angle Nose Plier

6" Screwdriver

#L2 Heavy Duty Cutter

Basin Wrench #1017

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 always kept in good condition.

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, provided he be equipped by the Employer, with a suitable toolbox 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 Journey person 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

Effective May 1, 2022, \$ 3.51 per hour

Effective May 1, 2023, \$ 3.56 per hour

Effective May 1, 2024, \$ 3.61 per hour

19.1 Each Employer will contribute to the Local Union 71 Health and Welfare Trust Fund **the sum of three dollar and fifty-one cents (\$3.51) per hour effective May 1, 2022 for Section 19 above, and effective May 1, 2023, three dollar and fifty-six cents (\$3.56) per hour for Section 19 above and effective May 1, 2024, three dollar and sixty-one cents (\$3.61) 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 May 1, 2022, \$ 9.39 per hour

Effective May 1, 2023, \$ 9.86 per hour

Effective May 1, 2024, \$ 10.34 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 nine dollars**

and thirty-nine cent (\$9.39) effective May 1, 2022, and nine dollars and eighty-six cent (\$8.86) effective May 1, 2023, and ten dollars and thirty-four cents (\$10.34) effective May 1, 2024, 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 May 1, 2022, \$ 1.19 per hour.

Effective May 1, 2023, \$ 1.22 per hour.

Effective May 1, 2024, \$ 1.24 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 May 1, 2022, the amount shall be one dollar and nineteen cents (\$1.19) per hour. Effective May 1, 2023, the amount shall be one dollar and twenty-two cents (\$1.22) per hour. Effective May 1, 2024, the amount shall be one dollar and twenty-four cents (\$1.24) 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 May 1, 2022, \$ 0.70 per hour.

Effective May 1, 2023, \$ 0.75 per hour.

Effective May 1, 2024, \$ 0.80 per hour.

23.1 Each Employer will contribute to the Local Union 71 Apprenticeship and Journeyperson Training Fund the sum of seventy cents (\$0.70) per hour effective May 1, 2022; the sum of seventy-five cents (\$0.75) per hour effective May 1, 2023 and the sum of eighty cents (\$0.80) per hour effective May 1, 2024 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 1, 2022 to April 30, 2025, \$0.24 per hour.

24.1 Each Employer bound by this Agreement will contribute twenty-four cents (\$0.24) per hour effective May 1, 2022 to April 30, 2025, 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 May 1, 2022, to April 30, 2025 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.)/WELLNESS/H2H

Each Employer will contribute to the Local Union 71 Member Assistance Plan the sum of ten cents (\$0.10) per hour effective May 1, 2022, to April 30, 2025; 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 UA STANDARD FOR EXCELLENCE

25.1 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 22.4 below.

25.2 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).

25.3 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.

25.4.1 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 crafts workers 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 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.

25.4.2 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.

25.4.3 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.

25.4.3.1 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 workplace.
- 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.

25.4.3.1 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.

25.4.3.2 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 26.0 - DURATION AND TERMINATION OF AGREEMENT

This Agreement shall become effective May 1, 2022, and shall remain in effect until April 30, 2025. It may be amended from time to time as mutually agreed by Local Union 71 and The Mechanical Contractors Association of Ottawa.

SECTION 27.0 - CONDITION OF SIGNING

27.1 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.

27.2 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 contractual relations with an Employer not listed in this Agreement.

SECTION 28.0 - SAVINGS CLAUSE

28.1 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.

28.2 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.

28.3 The parties agree that if 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 29.0 - 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

Chairman - MCA-Ottawa

Local Union 71

MCA-Ottawa

Local Union 71

MCA-Ottawa

Local Union 71

MCA-Ottawa

Local Union 71

MCA-Ottawa

APPENDIX A
WAGE AND BENEFIT PROVISIONS
New Construction
High rise apartments of more than 3 1/2 storeys

I T E M	May 1/2022 to June 30/23	May 1/2023 to April 30/2024	MAY 1/2024 to April 30/2025
HOURLY RATE	\$44.45	\$46.61	\$48.59
VACATION PAY (11%)	\$4.89	\$5.13	\$5.34
WELFARE FUND	\$3.51	\$3.56	\$3.61
PENSION FUND	\$9.39	\$9.86	\$10.34
UA TRAINING	\$0.70	\$0.75	\$0.80
MCA TRAINING	\$0.20	\$0.20	\$0.20
ARTICLE 23 (*)	\$0.15	\$0.15	\$0.15
ARTICLE 30 (*)	\$0.03	\$0.03	\$0.03
DENOVO/H2H/PAF	\$0.10	\$0.10	\$0.10
OCS	\$0.01	\$0.01	\$0.01
OPTPF/Nat.Organisation	\$0.36	\$0.36	\$0.36
STABILIZATION FUND	\$1.75	\$1.42	\$1.30
UNION FIELD DUES	\$1.19	\$1.22	\$1.24
LOCAL BLDG FUND	\$0.40	\$0.40	\$0.40
SUB TOTAL	\$67.13	\$69.80	\$72.47
ZONE ASS. FUND	\$0.24	\$0.24	\$0.24
TOTAL	\$67.37	\$70.04	\$72.71

*ARTICLE 23: CANADIAN TRAINING AND INDUSTRY ENHANCEMENT FUNDS

*ARTICLE 30: CONTINUATION OF BENEFIT COVERAGE

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

Chairman - MCA-Ottawa

Local Union 71

MCA-Ottawa

Local Union 71

MCA-Ottawa

Local Union 71

MCA-Ottawa

Local Union 71

MCA-Ottawa

AGREEMENT

BETWEEN:

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

- and -

THE MECHANICAL CONTRACTORS' ASSOCIATION OF OTTAWA

WHEREAS the residential sector (high rise apartments of more than 3 1/2 storeys) collective agreement expired on **April 30, 2025**; if notice to negotiate has been given by either party, this agreement shall remain in force and effect during any period of negotiation in accordance with established legislative and/or governmental authority.

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

THE MECHANICAL CONTRACTORS' ASSOCIATION OF OTTAWA

**APPENDIX B
MCA OTTAWA
LIST OF EMPLOYERS
WHO HAVE AUTHORIZED THE
MECHANICAL CONTRACTORS ASSOCIATION OF OTTAWA
TO BARGAIN ON THEIR BEHALF WITH
LOCAL UNION 71 (U.A.)
OTTAWA RENFREW AND CORNWALL
HIGH RISE RESIDENTIAL AGREEMENT**

ACTIVE COMPANIES

1. Alliance Engineering & Construction
1732 Woodward Drive Suite 300
Ottawa Ontario K2C 0P8

2. Le Groupe Alvanar Plomberie Inc
71 Chemin Romanuk
Cantley Quebec J8V 3B4

3. Aqua Plumbing
1086 Rideau Bend Crescent
Manotick Ontario K4M 1B5

4. Axel Plumbing
165 Colonnade Road Unit 203
Ottawa Ontario K2E 7J4

5. A Plus Welding
2068 Le Grand Crescent
Orleans Ontario K1E 3R1

6. Acumec Plumbing & Mechanical Piping Inc
2615 Lancaster Road Unit 1
Ottawa Ontario K1B 5N2

7. B E Mechanical
2445 Sheffield Road
Ottawa Ontario K1B 3V6

8. Black & McDonald
2460 Don Reid Drive
Ottawa Ontario K1H 1E1

9. Bourget Plumbing Inc.
1635 Russell Road C.P. 365
Bourget Ontario K0A 1E0

10. Zenith
5350 Canotek Road Unit 10 & 12
Gloucester Ontario K1J 9E1
11. Clarke Mechanical
3033 Klondike Road West P.O. Box 550
Richmond Ontario K0A 2Z0
12. Delta Flow Mechanical
140 Sweetvalley Drive
Ottawa Ontario K4A 1A4
13. Dependable Mechancial Systems Inc
50 Four Valley Drive
Concord Ontario L4K 4T9
14. E.S. Fox Ltd.
127 Montrose Road P.O. Box 1010
Niagara Falls Ontario L2E 7J9
15. Glebe Mechanical Inc.
81 Auriga Drive Unit #34
Nepean, Ontario K2E 7Y5
16. Harrington Mechanical Ltd
1145 Pembroke Street East
Pembroke Ontario K8A 7R4
17. Hydroplumb Mechanical Ltd
141 Wescar Lane
Carp Ontario K0A 1L0
18. Dilfo
1481 Cyrville Road
Ottawa Ontario K1B 3L7
19. J.I. Plumbing & Heating Ltd.
1566 Laperriere Street
Ottawa, Ontario K1Z 7T2
20. Johnson Controls Ltd
Shared Service Center A-54
507 E. Michigan Street
MILWAUKEE USA
53202-2012
21. Lar-Mex Inc
4 - 5509 Canotek Road
Ottawa Ontario K1J 9K8

22. McNolty Mechanical
105 County Road 19
Wendover Ontario K0A 3K0
23. Mecanique CNC (2002) Inc
1470 Graham Bell
Boucherville Quebec J4B 6H5
24. Modern Niagara
85 Denzil Doyle Court
Kanata, Ontario K2M 2G8
25. Nuhorizon Plumbing & Heating
2508 Old Highway 17
Rockland Ontario K4K 1K7
26. Ottawa Plumbing and Heating
3151 Strandherd Road P.O. Box 45555
Ottawa Ontario K2J 0P9
27. Pennex Mechanical
75 E Breezehill Avenue North
Ottawa Ontario K1Y 2H6
28. Plan Group
2740 Steeles Avenue West
Vaughan Ontario L4K 4T4
29. Plomberie Outaouais
15 De Valcourt #7
Gatineau Quebec J8T 8H1
30. Plomberie Solutions
31. Pro-Tek Mechanical Inc.
785 Westney Road South UNIT #14 & 15
Ajax Ontario L1S 7G1
32. Regulvar Inc
1985 Boul Industriel
Laval Quebec H7S 1P6
33. Ron Toohey Mechanical
3062 Boulevard La Salle
Verdun Quebec H4G 1Y8
34. Rose Mech
1514 Second Street East
Cornwall Ontario K6H 2C3

35. S & R Mechanical
250 Vanguard Drive
Ottawa Ontario K4A 3V6
36. SAF Combustion Chauffage Climatisation
183 Chemin Freeman
Gatineau Quebec J8Z 2A7
37. Selleck Mechanical
2620 County Road 15 P.O. Box 389
Maitland Ontario K0E 1P0
38. Siemens Building Technologies LTD
1577 North Service Road East
Oakville Ontario l6H 0H6
39. Soudure B-Tac Inc
225 - B Chemin Du Lac Grosleau
Ripon Quebec J0V 1V0
40. T.A. Pegg Plumbing & Heating Ltd.
1554 Carling Avenue Unit 35
Ottawa, Ontario K1Z 7M4
41. TBC Construction Inc
760 Avenue Godin
Quebec Quebec J4Y 2P4
42. Thousand Islands
380 Herbert Street East
Gananoque Ontario K7G 1R1
43. TL Mechanical
10 Polytek Street Unit 41
Ottawa Ontario K1J 9J3
44. Upper Canada
2724 Highway # 31 P.O. BOX 660
Winchester Ontario K0C 2K0
45. WA Stephenson Mechanical
6701 Rexwood Road
Mississauga Ontario L4V 1M7