

HIGH RISE RESIDENTIAL

COLLECTIVE AGREEMENT 2019-2022



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



HIGH RISE RESIDENTIAL WAGE RATES

JOURNEYMAN'S RATE	EFFECTIVE DATES		
	May 1, 2019	May 1, 2020	May 1, 2021
Base Rate	\$48.69	\$49.73	\$51.53
Vacation Pay 11%	5.36	5.47	5.67
Health Benefits	1.65	1.65	1.65
Pension	9.00	9.00	9.00
Training	0.51	0.51	0.51
Provincial Training	0.02	0.02	0.02
Int'l Training	0.05	0.05	0.05
S.U.B.	0.20	0.20	0.20
O.P.T.C.	0.02	0.02	0.02
Bill 162 (WSIB)	0.03	0.03	0.03
De Novo	0.04	0.04	0.04
UA Nat'l Wellness	**0.05	0.05	0.05
Organizing	**0.45	0.45	0.45
Industry Fund	0.10	0.10	0.10
WRT (Work Ready Training)	0.05	0.05	0.05
Article 34	0.05	0.05	0.05
National Organizing Fund	0.10	0.10	0.10
*TOTAL	\$66.37	\$67.52	\$69.52
After Tax Deductions:			
Union Promotion Fund 1 ½ % of Base Rate			
Contingency Fund	0.08	0.08	0.08
FOREMAN'S BASERATE	\$56.00	\$57.19	\$59.26

PLEASE CALL IN YOUR NEW JOB SITE

Name of Contractor

Name of General Contractor

Location

416-759-6791

*Totals will remain the same; however breakdowns are subject to change

**May 1, 2019 to November 1, 2019, UA Canada Nat'l Wellness is .00 and Organizing is .50. Effective November 1, 2019, UA Canada Nat'l Wellness is .05 and Organizing is .45

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STANDARD FOR EXCELLENCE

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 to 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 by 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 inactivity to a minimum.
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the 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.

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

MCAA/MSCA, PFI, MCPWB, PCA, UAC and NFSA and their signatory Contractors have the responsibility to manage their jobs effectively, and as 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 of 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.

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.

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.

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 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 whether the employee is detrimental to the UA Standard for Excellence platform and make a decision regarding his further employment.

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.

This Agreement Dated this 1st day of May, 2019

Between:

METROPOLITAN PLUMBING AND HEATING CONTRACTORS'
ASSOCIATION

(Hereinafter referred to as the Association)
of the first part

– and –

THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE
UNITED STATES AND CANADA,
LOCAL UNION 46

(Hereinafter referred to as the Union)
of the first part

ARTICLE 1 - PURPOSE

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

ARTICLE 2 – RECOGNITION

- 2.1 The Association on behalf of Residential High-Rise Contractors hereby recognizes Local 46 as the exclusive Bargaining Agent for all field personnel of the Contractors in the High-Rise Residential Division, save and except Superintendents, and those above the rank of superintendent.
- 2.2 The agreement shall be applicable and effective within the geographic boundaries of the City of Toronto; the Regional Municipality of York and that portion of the Regional Municipality of Durham lying west of Durham Regional Road 23 from Lake Ontario to Lake Simcoe and including the Town of Ajax, the Town of Pickering, Uxbridge Township and Georgina Township; and Dufferin County; and the Regional Municipality of Peel; and that portion of the Regional Municipality of Halton lying east of Trafalgar Road and south of Highway 401 to Lake Ontario, and any extensions of such geographic area required to cause it to conform to the full geographic scope of the jurisdiction of the union.
- 2.3 When an employee working under this Agreement is requested by the Employer to work outside the boundaries described in 2.2, the terms and conditions of the Agreement will apply.

ARTICLE 3 - JURISDICTION

- 3.1 The work covered by this Agreement shall be that which is normally related to the Plumbing and Pipe Fitting Industry and complete fire protection and gas piping systems which are contracted by the company's signatory to this Agreement, as outlined in the particular Trades Qualification and Apprenticeship Act, Regulations, R.R.O. 1990, Regulation 1073 amended to O.Reg 7/02 Plumber; R.R.O. 1990, Regulation 1079, Steamfitter, and with recognition of the Trade Jurisdictions outlined in the National Occupational Analysis for the trades of Plumbing and Steamfitting.

- 3.2 All Collective Agreements negotiated by Local Union 46 shall be available and accessible to the signatories of this Agreement.
- 3.3 The parties to this Agreement recognize that it is the Employer's sole responsibility to assign work. The contractor shall not assign work contrary to existing area practices predicated on jurisdictional wording outlined in other trade Collective Agreements. The reference herein, to area practices and/or jurisdictional awards must be area practices and/or awards that have been accepted and practiced on projects between unions.
- 3.4 Jurisdictional disputes that may arise after the enforcement of this Agreement shall be referred to either the Ontario Labour Relations Board (O.L.R.B.) or the Impartial Jurisdictional Dispute Board (I.J.D.B.) or a Successor Group, for a final binding decision.
- 3.5 Subject to the conditions contained in Article 3.2 and 3.4 above, and subject to jurisdictional agreements between trades, decisions of record and local area practice, this Agreement covers the unloading distribution and hoisting of all equipment and piping for plumbing and/or pipe fittings systems, and the fabrication installation and handling of all plumbing, pipe fitting and industrial process control systems (fire protection systems), and air conditioning systems. Without limiting the generality of the foregoing, this Agreement covers the installation of new piping systems and related equipment, and the removal and relocation of all piping systems and related equipment for the purpose of renovation, retrofit, reconstruction, replacement or relocation. Where no work claim dispute exists, the original assignment of the above works shall be to the UA.
- 3.6 The operator of rented and/or leased mobile hoisting equipment is not covered by this Agreement.
- 3.7 Jurisdictional disputes shall not be used to cause work stoppages.
- 3.8 Where the employer is responsible for the initial identification of the tagging of valves, instrument

panels and piping, such work shall be performed by members of the United Association.

- 3.9 All on-site hole drilling, setting of sleeves and inserts required for the installation of mechanical services under the control of the contractor, shall be performed by members of the United Association.
- 3.10 Where the United Association Contractor is responsible for the installation of all heating and cooling elements in ventilation systems, the installation of all units with heating, cooling coils and elements shall be performed by members of the United Association.
- 3.11 All convector covers, hangers, mounting systems and end caps for radiation systems will be unloaded, distributed and installed by members of the United Association.
- 3.12 All handling and installation of washroom accessories shall be performed by members of the United Association as per established area practice.
- 3.13 The handling and installation of all waterfalls/displays shall be performed by members of the United Association, provided that this work is part of the Mechanical Contractor's scope.

ARTICLE 4 – HOURS OF WORK AND OVERTIME

- 4.1 The regular work week shall constitute thirty-nine (39) hours Monday through Friday. At the request of the employer, an employee may work up to one (1) hour extra per day, at the rate of time and one half the regular hourly rate of pay to accommodate emergency service and repair. (maximum of two employees per project.)
- 4.2 The regular work day shall be between the hours of 7:30 a.m. and 5:00 p.m. A maximum of eight (8) hours per day shall constitute the regular work day. If mutual agreements can be made within individual shops consistent with the term of this Agreement, the start time may fluctuate up to one (1) hour upon agreement of the contractor and the Business Manager.

- 4.3 Double the regular hourly rate shall be paid for all hours worked in excess of the regular work day.
- 4.4 (A) Double the regular hourly rate shall be paid for all hours worked on Saturday and Sunday and any of the following holidays:
- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | Family Day |
- 4.4 (B) MPHCA agrees to support UA. Local 46 in their bid to have the Provincial and/or Federal Government recognize Remembrance Day as a Statutory Holiday.
- 4.5 All contractors wishing to work overtime must inform the Business Manager in advance, giving both the location of the work and the number of employees expected to be present.

ARTICLE 5 - PAY FOR VACATIONS AND STATUTORY HOLIDAYS

- 5.1 Vacation pay shall be 5% of an employee's basic hourly rate. Statutory Holiday pay shall be 6% of the basic hourly rate.
- 5.2 Pay for vacation and statutory holiday pay shall be paid weekly in the pay cheque in the rates outlined in Article 5.1.

ARTICLE 6 - UNION SECURITY

- 6.1 As a condition of employment, an employee must be a member and remain in good standing with the Union.
- 6.2 Whenever after reasonable notice (48 hours) the Union is unable to supply field personnel with the required qualifications in sufficient numbers to meet the requirements of the contractor, then the contractor may obtain this personnel from other sources; such field personnel secured from other sources must

sign an application for membership in Local Union 46 before starting work.

- 6.3 All field personnel secured from other sources, who meet the requirements of the Union hired under circumstances outlined in this section, shall be issued with a work assignment card forthwith.
- 6.4 No field personnel shall be employed or continue to be employed who do not carry this work assignment card.
- 6.5 There is to be no distinction between Residential and Commercial Journeymen and there is to be free movement between all sectors and projects.

ARTICLE 7 - HIRING, TERMINATION AND WORK PRACTICES

- 7.1 Only certified members of Local Union 46, and duly indentured apprentices registered under the Apprenticeship and Tradesmen's Qualification Act of Ontario shall handle any tools and material of the trade.
- 7.2 All piping machines, whether power or manually operated, which are required to perform piping fabrication work on the job or contractor's fabrication location, shall be operated by members of the Union. All pipe work installed by the contractor on the job site shall be cut and fabricated by members of the Union. Contractors who fabricate piping off the job site shall register the fabrication location or shop off site with the Union and shall employ members of the Union to perform the work. The above shall not be deemed to include regular items of self-contained packaged equipment, with associate integral piping normally listed in manufacturers' catalogues, or piping from recognized United Association Fabrication Agreement Shops.
- 7.3 Any contractor who is found by the Joint Conference Board to have violated Section 2 of the article may be required by the Board to prove all future pre-fabrication will be done in accordance with the requirements of Section 2 of this article.

- 7.3 There shall be a form known as a "Work Referral Slip." This shall be issued by the Local Union to members when they have secured a job, either through the Local Union Office or their own solicitation. Employers may only hire those members who tender a work referral slip before commencing employment.
- 7.5 An employee who reports for work at the employer's shop or site, unless directed not to report the previous day by his/her employer, and for whom no work is available due to reasons other than inclement weather, shall, provided he/she reported for work the previous day, receive a minimum of four (4) hours reporting time and shall remain at other work if requested to do so by the foreman.
- 7.6 At initial hiring the employee shall give the contractor or his representative his Social Insurance Number. Each employee shall also sign acknowledgement of the same at termination of employment.
- 7.7
- (a) When an employee's services are terminated by the contractor he/she shall receive two (2) hours pay at the basic rate in lieu of any notice. Employers will lay-off all Travel Cards prior to the laying off of Local 46 Union members on a specific site.
 - (b) When an employee is laid off on a regular work day, the employee shall receive pay to date, including the applicable hours of pay for that regular work day, plus all other applicable benefits.
 - (c) The employee shall be paid in full, no later than two (2) hours prior to the end of the work day or work shift.
 - (d) When an employee is laid off and does not receive pay and other applicable benefits, the employee in addition, shall be paid waiting time, including applicable benefits at the regular straight time rate for all regular hours until the employee's pay is received.
- 7.8 Whenever a Record of Employment (ROE), vacation pay, and all wages due him/her including two (2) hours

severance pay as provided for in Article 7.7 above are not given to employees at the time of termination, they shall be sent by the employer affected to the employee by registered mail or priority post to his/her last known address on file with the company within 48 hours of time of termination.

- 7.9 The Contractor shall be required whenever possible to maintain a minimum ratio of one (1) journeyman over fifty-five (55) years of age, for every five (5) journeymen in his employment. This ratio must be maintained if such journeymen are available.
- 7.10 Utility workers may be employed by a signatory contractor to this Agreement for the purpose of performing work on site or the contractor's shop that is not normally performed by the plumbers and steamfitters in the employ of the Company.
- 7.11 Utility workers shall be members of the Union in good standing at all times, as a condition of employment. An "entry" level employee shall be paid at the rate of 60% of Journeyman's wage, plus applicable benefits as provided for in the pay schedule. Upon achieving one year's experience, the base rate shall be 70% of the Journeyman's rate, plus applicable benefits as provided for in the pay schedule.
- 7.12 No personal cell phones, pagers or personal communication/entertainment devices will be allowed in the workplace with the exception of breaks and lunches.
- 7.13 New Letter of Understanding regarding Work Ready Training added as Appendix 1.

ARTICLE 8 - WAGES AND PAYMENT

- 8.1 The minimum rate of wages for working foremen shall be fifteen percent (15%) per hour above the Journeyman's basic hourly rate.
- 8.2 There shall be a foreman appointed by the contractor on all projects requiring four (4) or more workmen under a foreman.

- 8.3 Monetary settlement for 3 years is: \$1.00/hr as of May 1, 2019, \$1.15/hr as of May 1, 2020, \$2.00/hr as of May 1, 2021.
- 8.4 Wages shall be paid by cheque, cash or electronic banking deposit not later than Thursday of each week. If paid by cheque on Thursday, and a holiday occurs on Thursday, payment by cheque will be on the preceding Wednesday. If paid by electronic deposit then the payment shall be on the Thursday.
- 8.5 Each employee shall be given, with the employee's wages, a statement of all wages and allowances paid to the employee, and of all deductions made from the employee's wages.
- 8.6 Contractors working in areas other than their regular place of business will, on request of the Union Business Representative in writing, arrange with a local bank for employees to cash their pay cheques.

ARTICLE 9 - REGISTERED APPRENTICES

- 9.1 Apprentices will be hired in the ratio stipulated by the Trades Qualification and Apprenticeship Act (April 2000, or as amended), and the rate of wages shall be: 1st year- 40% of the Journeyman's rate; 2nd year - 50% of the Journeyman's rate; 3rd year- 60% of the Journeyman's rate; 4th year- 70% of the Journeyman's rate; 5th year - 85% of the Journeyman's rate and the associated Regulation 1073 'Plumber' (Amended 7/02), and/or the associated Regulation 1079 'Steamfitter' (1990), or in accordance with the Ontario College of Trades and Apprenticeship Act, 2009, when implemented.
- 9.2 Employer shall notify the Union when discharging any apprentice.
- 9.3 Employer to notify Union when apprentice is required to attend full-time school training.
- 9.4 A contractor who has laid off an apprentice prior to the expiry of his/her contract shall rehire a replacement if available comparable to the apprentice previously laid off.

- 9.5 The contractor is guaranteed on his request two (2) apprentices to every three (3) journeymen. The union shall supply registered apprentices with the qualifications and in sufficient numbers to meet the requirements of the contractor making the request. If the Union is unable to supply such apprentices within five (5) working days then the contractor involved may request the formation of a committee on two (2) working days' notice made up of three (3) residential contractors and three (3) Local Union 46 Representatives in order to settle any differences. If differences cannot be resolved within seven (7) working days the issue shall go to the Joint Conference Board and shall follow the grievance procedure.
- 9.6 To assure the industry of an adequate supply of properly trained and skilled mechanics, the Union agrees that there shall be a Joint Training Apprenticeship Committee to which the Mechanical Contractors' Association of Toronto (MCAT) and the Union shall each appoint six (6) representatives. The MPHCA and the Union shall each appoint an additional two (2) representatives. This committee shall be responsible for:
- (a) An Apprenticeship Program under which the Local Apprenticeship standards shall be administered and also co-ordinated with the Trades Qualification and Apprenticeship Act (April 2000, or as amended), and the associated Regulation 1073 'Plumber' (Amended 7/02), and/or the associated Regulation 1079 'Steamfitter' (1990), or in accordance with the Ontario College of Trades and Apprenticeship Act, 2009, when implemented and amendments thereto.
 - (b) A Journeyman Training Program under which advanced training programs will be administered and co-ordinated for the purpose of enabling journeymen to acquire a full and complete knowledge of the advancement, new techniques and skills in their crafts.

The Union agrees that this Committee shall meet monthly except during August and September, at the request of either chairman

of the respective parties' committees (being the MPHCA Representatives or the Union Representatives). Three (3) representatives of each party shall constitute a quorum. At meetings of this Committee no more than three (3) representatives of each of the Parties shall cast a vote, and in the event of a tie vote the matter shall be referred to the Joint Conference Board for settlement.

This Committee shall, on behalf of the contractors, give to each steamfitter apprentice completing his fourth period of apprenticeship and receiving a qualifying mark of 70% or over as established by this Committee in the Junior Mechanics' examination conducted under its auspices, a tangible award in recognition of this attainment. This tangible award shall be in accordance with the recommendations of the Committee in the approximate amount of \$100.

The proportion of apprentices to journeymen shall be in accordance with the Trades Qualification and Apprenticeship Act (April 2000, or as amended), and the associated Regulation 1073 'Plumber' (Amended 7/02), and/or the associated Regulation 1079 'Steamfitter' (1990), or in accordance with the Ontario College of Trades and Apprenticeship Act, 2009, when implemented, and amendments thereto, (changes to the proportion of apprentices to journeymen may be recommended by the Joint Training and Apprenticeship Committee for a decision of the Joint Conference Board), subject to Article 9.05. All prospective apprentices must have completed at least a grade ten (10) education and must be approved by this Committee and registered with the Union before being employed.

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

full consideration of the contractors apprenticeship requirements.

- 9.8 The percentage for the applicable apprenticeship year shall be as established in the local appendices. The percentage will apply to the Journeyman's hourly rate and Pension contribution rate only. All additional contributions and deductions shall be per the local schedules.

The above shall be implemented effective January 1, 1996.

ARTICLE 10 - HEALTH BENEFITS PLAN

- 10.01 Each contractor shall contribute to the Local Union 46 Health Benefits Plan a sum equal to \$1.65 per hour for each hour's pay earned by each employee.

ARTICLE 11 - PENSION PLAN

- 11.01 Each contractor shall contribute to the Local Union 46 Pension Plan \$9.00 per hour for each hour's pay earned by each of his employees.

ARTICLE 12 - TRAINING FUNDS

- 12.1 Each contractor shall contribute to the Local 46 Training Fund, established to further the training of Local 46 members, a sum equal to fifty one cents (\$0.51) per hour earned by each employee.
- 12.2 Each contractor shall contribute to the Provincial Training Fund, a sum equal to two cents (\$0.02) per hour earned by each of his employees.
- 12.3 Each contractor shall contribute to the International Training Fund, a sum equal to five (\$0.05) per hour earned by each of his employees.

ARTICLE 13 - SUPPLEMENTARY UNEMPLOYMENT BENEFIT

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

ARTICLE 14 - ONTARIO PIPE TRADES COUNCIL PROMOTION FUND

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

ARTICLE 15 - UA CANADA NATIONAL WELLNESS FUND

- 15.01 There shall be a United Association Wellness Fund known as the UA Canada Wellness Fund. Effective November 1, 2019, the Contractor agrees to deduct from each employee the sum of five cents (\$.05) for each hour earned and shall remit same to the Local Union Administrator, who shall forward the amount to the UA Canada Wellness Fund. Payment for the fund as outlined in this agreement shall be made in accordance with the Payment of Funds procedures as outlined in this agreement. It is understood and agreed that this fund is included in, and to be taken from, the total "gross" package.

ARTICLE 16 - BILL 162

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

ARTICLE 17 - DE NOVO

- 17.01 Each employer shall contribute two cents (\$0.02) from each employer and deduct two cents (\$0.02) from each employee for all hours earned to be contributed to the De Novo Program. Payment shall be made under the conditions outlined in Article 22 of this Agreement.

ARTICLE 18 - LOCAL 46 ORGANIZING INDUSTRY STABILITY AND ASSESSMENT FUND

- 18.01 Local 46 recognizes the importance of organizing 21 as a key component complimenting the promotion of the unionized sector of the Residential High Rise Plumbing Contracting Industry.

In keeping with the mandate of the United Association, Local Union 46 will make every effort to organize the unorganized. In order to achieve these goals, a Fund shall be maintained. Contributions to this fund shall be made at the rate of fifty cents (\$0.50) effective May 1, 2019 to October 31, 2019 and forty-five cents (\$0.45) effective November 1, 2019 per hour earned as provided for in the pay schedule. The contributions shall be remitted to the Benefit Plans Administration Office per Article 22.

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

ARTICLE 19 - ASSOCIATION INDUSTRY FUND

- 19.1 Each employer bound by this Agreement shall contribute ten cents (\$0.10) per hour for each hour earned by each employee covered by this Agreement and remit such contribution to Local 46 Benefit Plan Administrator or to such other party as the Association shall from time-to- time determine. Such amount on receipt shall be immediately paid to the Association for the general purposes of the Association including the Association's costs of negotiating and administering this Agreement.
- 19.2 Effective July 1, 1992, each employer bound by this Agreement shall contribute twenty cents (\$0.20) per hour in the manner as outlined in Article 19.1 herein.
- 19.3 The fund shall be administered by the Board of Governors of the Association.
- 19.4 Payments for this fund shall be as detailed in Article 22- Dates of Contributions and Monthly Reports.

ARTICLE 20 - CONTINGENCY FUND

- 20.1 Effective May 1, 2010, each employer shall deduct from the wages of each member in their employ, a sum equal to eight (\$0.08) cents per hour for each hour earned.

Payments shall be made under the conditions outlined in Article 22.

ARTICLE 21 - UNION DUES PROMOTION FUND

- 21.1 Each Contractor shall deduct from the wages of each member in his employ a sum equal to one and one half percent (1.5%) of base rate per hour for each hour's pay earned, as part of the gross package. Payments shall be made under the conditions outlined in Article 22 in this Agreement.

ARTICLE 22 - DATES OF CONTRIBUTIONS AND MONTHLY REPORTS

- 22.1 Payments to be made by each of the contractors towards the Health Benefits Plan, Pension Plan, Training Funds, Supplementary Unemployment Benefit Plan, Ontario Pipe Trades Fund, Bill 162, De Novo Fund, Organizing Fund, Union Promotion Fund, Contingency Fund, Industry Joint Fund, and other possible additions to Article 21 shall be made monthly and forwarded by cheque prior to the 20th day of the month following the month for which the contributions were due.
- 22.2 Such payments will be forwarded, together with a list of names of the employees for whom the contributions are being made, to the UA Local 46 Toronto Benefit Plans Administrator.
- 22.3 The Administrator shall forthwith forward to the Association the sum comprising any contributions to the Association Industry fund and to the Trustees the sums comprising contributions to the Training Fund and to the Union the sums comprising the Union Dues Promotion Fund.
- 22.4 The Administrator shall forward contributions received on behalf of the Supplementary Unemployment Benefit Plan to such person or persons under such

conditions as The Joint Conference Board shall determine or direct.

- 22.5 Forms for the purpose of reporting contributions will be provided by the Administrator of the funds and triplicate copies shall be forwarded to the Administrator, one of which will be sent to the Union Office and one to the Association Office.
- 22.6 Upon written notice from the Union, it is agreed that contributions or deductions as provided for in Articles 10,11, 12, 13, 14, 15,17, 18, 20 and 21 will be amended and the monetary package schedule be modified to reflect the amendments.

ARTICLE 23 - DEFAULT OF PAYMENT

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

shall not be discharged or otherwise disciplined by the contractor, and shall be entitled to be paid as damages an amount equal to the wages based upon ordinary hours of labour and including all fringe benefits which he/she would have earned had he/she remained at work. The said employee or employees shall return to work forthwith upon the contractor remitting the payment of damages owing.

ARTICLE 24 - STEWARDS

- 24.1 Where in the opinion of Local Union 46 a Job Steward or (Shop Steward) is required, the Business Manager or his Representative shall make such appointment. Such appointment shall be from among the contractor's employees who are qualified journeymen with at least five (5) months' service with the contractor when such are available and if possible one who is in possession of a Health and Safety Certificate issued by the Construction Safety Association of Ontario.
- 24.2 Local Union 46 shall notify the Contractor by letter of the name of the Steward or any replacement.
- 24.3 The Steward or foreman may assist in having injured workmen promptly taken care of and when necessary may accompany them to hospital or home without loss of time.
- 24.4 The Steward shall be the second to the last journeyman employed on the job provided he/she has the trade qualifications to perform the work required.
- 24.5 In the event the Job Steward is not the second to the last journeyman to be laid off or transferred there shall be a prior consultation with the Business Representative of Local Union 46 to discuss the matter.
- 24.6 The appointed Steward shall be briefed and instructed by the Business Representative as to his/her duties, responsibilities and procedures to be followed in the carrying out of his/her assignments.
- 24.7 In the event that an impasse is reached in the appointment of a Job Steward relative to the aforementioned conditions, (24.01 - 24.06) a meeting

shall take place between the Union and the Contractor to resolve the problem.

- 24.8 The Job or Shop Steward shall be the first person recalled in the event of a temporary lay-off.

ARTICLE 25 - JOB CONDITIONS

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

ARTICLE 26 - TRAVEL EXPENSES

- 26.1 In going to work outside the established 20-mile (32 km) zone which is a 20-mile (32 km) radius from the Toronto City Hall, and returning daily, the employees shall be on the job at the regular starting time and work the full shift. If an employee is required to provide his/her own transportation the contractor shall pay a travelling expense allowance of forty-six cents (\$0.46) per km., from the outside limits of the zone to the job and return to the zone limits each day

up to a maximum of \$45.67 per day worked. Mileage measurements shall be on the shortest normally travelled route.

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

a. Board Allowance

- a. An employee required to work on a job outside the free-zone area and not permitted to return daily, shall, in addition to being paid at his/her regular hourly rate, be entitled to:
- (i) bus, plane or train fares shall be paid to employees except where equivalent or suitable cover transportation is provided by the employer. The method of transportation will be at the discretion of the employer;
 - (ii) If travelling at night by train, fare for a sleeper;
 - (iii) Pay at his/her regular hourly rate while travelling up to eight (8) hours per day. This applies to first initial trip and last trip out only;
 - (iv) In addition to the above, he/she shall be paid for all properly vouchered board and expenses, and in any case, the allowance shall not be less than \$60 per day worked;
 - (v) Pay for room and board on any of the stipulated statutory holidays, if he/she has worked at least eight (8) hours on the working day immediately preceding such holiday, and the working day immediately following such holiday;

- (vi) Board for a full day, if sent home because of job conditions.
- b. An employee who leaves such a job of his/her own volition within 90 days from its commencement may forfeit transportation costs and travelling time pay to Metropolitan Toronto.
- c. To meet the requirements of the Income Tax Act, an employee shall submit signed detailed accounts of his/her room, board and travel expenses to his/her contractor and retain copies for his/her own use.

ARTICLE 27 - JOINT CONFERENCE BOARD

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

ARTICLE 28 - GRIEVANCE PROCEDURE

- 28.1 Should any difference arise between any contractor and any of his employees as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort should be made to settle such difference without any strike or lockout and without undue delay in the following manner:

Step No. 1

The aggrieved employee with the assistance of his/her Job Steward shall submit his grievance orally or in writing to his/her foreman on the job within 48 hours of the occurrence giving rise to the grievance. The employee and the Job Steward may have the assistance of the Business Representative of the Union.

Step No. 2

If within 48 hours from the time when such grievance was first submitted to the foreman, a decision satisfactory to the employee is not given, it shall be submitted in writing to the Board through the Business Office of the Union. The written submission shall state the nature of the grievance, any pertinent provision of this Agreement and remedy sought. The Board shall forthwith convene and consider the grievance, and shall give its decision in writing within four (4) days from the date upon which the grievance was submitted to it.

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

ARTICLE 29 - ARBITRATION

- 29.1 In the event that any difference arising between any contractor and any of the employees or any direct difference between the Association, or any contractor and the Union as to the interpretation, application, administration or alleged violation of this Agreement,

including any questions as to whether a matter is arbitral, shall not have been satisfactorily settled by the Board under the provision of Article 28 hereof, the matter may then by notice in writing given to the other party within 14 days from the submission of the matter in writing to the Board be referred by the Association, any contractor or the Union to arbitration for final and binding settlement as hereinafter provided.

- 29.2 The Board of Arbitration will be composed on one (1) person appointed by the Association or any contractor, one (1) person appointed by the Union and a third person to act as Chairman chosen by the other two (2) members of Board.
- 29.3 Within forty-eight (48) hours of the request by either party for a Board, each party shall notify the other of the name of its appointee.
- 29.4 Should the person chosen by the Association or a contractor to act on the Board and the person chosen by the Union fail to agree on a third person within seven (7) days of the notification mentioned in Article 29.3 above, the Minister of Labour for the Province of Ontario will be asked to nominate a Chairman.
- 29.5 The decision of the board of Arbitration or a majority thereof, constituted in the above manner, shall be binding on both parties.
- 29.6 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 29.7 Each of the parties to this Agreement will bear the expense of the arbitrator appointed by it; and the parties will jointly bear the expense, if any, of the chairman. Any and all time limits fixed by this Article shall exclude any statutory holidays, Saturdays or Sundays, and may be extended by mutual agreement in writing.
- 29.8 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle this grievance.

ARTICLE 30 - PRODUCTIVITY

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

ARTICLE 31 - MANAGEMENT RIGHTS

- 31.1 The Union agrees that it is the exclusive function of each Employer covered by this Agreement:
- (a) To conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of production, to judge the qualification of the employees and to maintain order, discipline and efficiency.
 - (b) To hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged without reasonable cause shall be subject to the provisions of the grievance procedure.
 - (c) To make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees.

- 31.2 It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 32 - TOOLS

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

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

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

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

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

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

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

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

- 32.2 The employer shall supply all tanks, i.e. propane tanks and B-tanks including torch regulator and hose.
- 32.3 The employee tool list shall consist of the following:
- | Contents | Description |
|----------|-------------------------------------|
| 1 | # 606 Tool Box |
| 1 | # 15 Tube Cutter |
| 1 | # 20 Tube Cutter |
| 1 | # 30 Tube Cutter |
| 1 | # 1012 Hacksaw |
| 1 | # 016 Ball Peen Hammer |
| 1 | # LT10 5/15" Deep Socket 3/8" Drive |
| 1 | # T70 3/8" Ratchet Handle |
| 1 | 14" Pipe Wrench |
| 1 | # 1952 Screw Driver Slot |
| 1 | # 1903 Screw Driver Phillips |
| 1 | # 142-105-2 Robertson, Red |
| 1 | # C-1 4, 19" Long Flat Chisel |
| 1 | # 1706 4 lb. Club Hammer |

ARTICLE 33 - SAFETY

- 33.1 All work is to be performed in accordance with the Occupational Health and Safety Act, 2010 and Regulations for Construction Projects as amended and regulations passed pursuant thereto, and the provisions and requirements of W.H.M.I.S.
- 33.2 All members shall be required to have and wear approved safety hats as a condition of employment. The members shall provide the safety boots and safety hats at their own expense unless the contractor demands a safety hat of a particular colour or style, in which case the contractor shall supply it at the contractor's expense. Safety hats, supplied by the contractor, shall be returned by the employee on termination of employment.
- 33.3 Protection goggles shall be supplied to any employee, as required by the nature of the work being performed. The Contractor shall supply to the welder the welder's safety hat, shield, goggles and heat resistant gloves. Welder's leathers shall be available and supplied when required by the welder, due to the nature of the work. Heat resistant gloves shall be supplied to any employees

involved in welding operations. Replacement of worn or broken safety equipment supplied by the contractor under this Article shall be on an exchange basis only. All other safety equipment necessary to comply with all Safety Act and Regulations, applicable to protect the employee while performing his/her assigned work, shall be provided by the contractor and shall be returned to the contractor at the completion of the assigned work. Heat resistant gloves and flash glasses shall be supplied to any employee involved in welding operations.

- 33.4 The contractor shall provide first aid requirements on the job or project as prescribed by the Workers' Compensation Act of Ontario and/or regulations issued thereunder.
- 33.5 No employee shall be required to work in the area of an existing proven violation of the Construction Safety Act or as defined by the governing authority wherein the project is located.

ARTICLE 34 - SUB-CONTRACTING

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

ARTICLE 35 - JOINT INDUSTRY COMMITTEE

- 35.1 The parties to the Collective Agreement in acknowledging their responsibility and obligation to the Industry and in the interest of co-operation and working together in harmony, agree to a Joint Industry Committee comprised of equal representation from the Metropolitan Plumbing and Heating Contractors Association and from the union.
- 35.2 The Joint Industry Committee shall meet quarterly or at the call of the co-chairs who shall be one representative of the Association and one representative of the union.

- 35.3 The mandate of the Joint Industry Committee shall be to develop programs and initiatives intended to advance our Industry. This includes the promotion of our Unionized Sector, Apprenticeship and Skills Training, Health and Safety, the strengthening of our Market Share and other matters that are in the interest of our industry as the Joint Industry Committee may establish from time to time.
- 35.4 The J.I.C. shall meet at least every six months or within fifteen days of the written request of each party. Notice shall be sent by registered mail or delivered to the place of business of the members of the Board.
- 35.5 The J.I.C. will have as its objectives, the improvement of the Residential Mechanical Industry and without limiting the generality of the foregoing will have, but not be limited to, the following purposes.
- (a) To promote closer co-operation and harmony between the Association and the Union.
 - (b) To investigate and recommend methods to improve trade practices, standards of workmanship, working conditions, improved efficiency and productivity.
 - (c) To study and recommend improved safety measures and practices.
 - (d) To eliminate unfair practices of both Contractors and Members.
 - (e) To study and recommend methods to improve apprentice training and employment.
 - (f) To assist Contractors and Members in securing work of the Mechanical Trades.
 - (g) To interpret the intent of this Agreement.
 - (h) To create jointly an effective voice in all matters concerning our industry.
 - (i) To consider and recommend action on any and all matters concerning the Mechanical Industry.

- 35.6 Funding will be through the Collective Agreement .05¢ per hour earned per employee will be contributed by the Contractor as per Article 22.

ARTICLE 36 - SHOP

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

ARTICLE 37 - DURATION OF AGREEMENT

- 37.1 This Agreement shall be effective from May 1, 2019 and shall remain in effect until the 30th day of April, 2022 (except where otherwise noted) and thereafter from year to year unless it is terminated by either party giving to the other written notice that the Agreement shall be amended or terminated on the 30th day of April, 2022. Such notice to be given within ninety (90) days and not less than sixty (60) days prior to the 30th day of April, 2022.
- 37.2 Either party sending out such amendment or termination notice shall forward the other party a list of the individual numbers of the Articles of the Agreement which they desire to change and the actual changes, additions or amendments that are desired.

ARTICLE 38 - PARKING SETTLEMENT

- 38.1 The employer will provide for vehicle parking. If such parking facilities are not available, the employer, upon receipt of proof of parking cost, shall reimburse the employee the cost of said parking up to a maximum of \$16 per day as of May 1, 2019, \$17 per day as of May 1, 2020 and \$18 per day as of May 1, 2021. The downtown core is the area from the Don Valley Parkway in the east to Jane Street, South to Bloor Street West to Windemere Avenue in the west, from Lake Ontario in the south to Steeles Avenue in the north.

MONETARY PACKAGE

May 1, 2019 \$1.00
 May 1, 2020 \$1.15
 May 1, 2021 \$2.00

JOURNEYMAN	May 1/19	May 1/20	May 1/21
Base Rate	\$48.69	\$49.73	\$51.53
Vacation Pay 11%	5.36	5.47	5.67
Health Benefits	1.65	1.65	1.65
Pension	9.00	9.00	9.00
Training	0.51	0.51	0.51
Provincial Training	0.02	0.02	0.02
Int'l Training	0.05	0.05	0.05
S.U.B.	0.20	0.20	0.20
O.P.T.C.	0.02	0.02	0.02
Bill 162 (WSIB)	0.03	0.03	0.03
De Novo	0.04	0.04	0.04
UA Nat'l Wellness**	0.05	0.05	0.05
Organizing**	0.45	0.45	0.45
Industry Fund	0.10	0.10	0.10
WRT (Work Ready Training	0.05	0.05	0.05
Article 34	0.05	0.05	0.05
Nat'l Organizing Fund	0.10	0.10	0.10
TOTAL	\$66.37	\$67.52	\$69.52

** May 1, 2019-October 31, 2019 no National Wellness; 0.50 to Organizing. UA Nat'l Wellness is effective November 1, 2019.

Note:

Foreman's Base Rate add 15% to Journeyman Base Rate.
 Union Promotion Fund-1½% of Base Rate
 Contingency Fund- 08¢ Per Hour

FOREMAN	May 1/19	May 1/20	May 1/21
Base Rate	\$56.00	\$57.19	\$59.26
Vacation Pay	6.16	6.29	6.52
Health Benefits	1.65	1.65	1.65
Pension	9.00	9.00	9.00
Training	.51	.51	.51
Provincial Training Fund	.02	.02	.02
International Training Fund	.05	.05	.05
S.U.B.	.20	.20	.20
O.P.T.C.	.02	.02	.02
Bill 162 (WSIB)	.03	.03	.03
De Novo (Drug & Alcohol)	.04	.04	.04
UA Nat'l Wellness	.05	.05	.05
Organizing**	.45	.45	.45
Industry Fund	.10	.10	.10
WRT (Work Ready Training)	.05	.05	.05
National Organizing Fund	.10	.10	.10
Article 34	.05	.05	.05
TOTAL	\$ 74.48	\$ 75.80	\$ 78.10
After Tax Deductions: Union Promotion Fund-1½% of Base Rate (per hour) Contingency Fund – 08¢ Per Hour	.84	.86	.89

**METROPOLITAN PLUMBING & HEATING
CONTRACTORS' ASSOCIATION
APPRENTICE WAGE RATE
(HIGH RISE SECTOR) NOVEMBER 1, 2019**

	40% 1st year	50% 2nd year	60% 3rd year	70% 4th year	85% 5th year
Base Rate	\$19.48	\$24.35	\$29.22	\$34.09	\$41.39
Vacation Pay	2.14	2.68	3.21	3.75	4.55
Health Benefits	1.65	1.65	1.65	1.65	1.65
Pension	3.60	4.50	5.40	6.30	7.65
Training	.51	.51	.51	.51	.51
Provincial Training	.02	.02	.02	.02	.02
Int'l Training	.05	.05	.05	.05	.05
S.U.B.	.20	.20	.20	.20	.20
O.P.T.C.	.02	.02	.02	.02	.02
Bill 162 (WSIB)	.03	.03	.03	.03	.03
De Novo	.04	.04	.04	.04	.04
UA Canada Nat'l Wellness	.05*	.05*	.05*	.05*	.05*
Organizing	.45*	.45*	.45*	.45*	.45*
Industry Fund	.10	.10	.10	.10	.10
WRT (Work Ready Training)	.05	.05	.05	.05	.05
Article 34	.05	.05	.05	.05	.05
National Organizing Fund	.10	.10	.10	.10	.10
TOTAL	\$28.54	\$34.85	\$41.15	\$47.46	\$56.91
Union Promotion Fund = 1½% of Base Rate Contingency Fund = .08 cents per hour	.29	.37	.44	.51	.62

PLEASE NOTE: Deduct Union Promotion and Contingency Funds from Base Rate after tax deductions and remit to Administrator

***changes to rates**

**METROPOLITAN PLUMBING & HEATING
CONTRACTORS' ASSOCIATION
APPRENTICE WAGE RATE
(HIGH RISE SECTOR) May 1, 2020**

	40% 1st year	50% 2nd year	60% 3rd year	70% 4th year	85% 5th year
Base Rate	\$19.89*	\$24.86*	\$29.84*	\$34.81*	\$42.27*
Vacation Pay	2.19*	2.74*	3.28*	3.83*	4.65*
Health Benefits	1.65	1.65	1.65	1.65	1.65
Pension	3.60	4.50	5.40	6.30	7.65
Training	.51	.51	.51	.51	.51
Provincial Training	.02	.02	.02	.02	.02
Int'l Training	.05	.05	.05	.05	.05
S.U.B.	.20	.20	.20	.20	.20
O.P.T.C.	.02	.02	.02	.02	.02
Bill 162 (WSIB)	.03	.03	.03	.03	.03
De Novo	.04	.04	.04	.04	.04
UA Canada Nat'l Wellness	.05	.05	.05	.05	.05
Organizing	.45	.45	.45	.45	.45
Industry Fund	.10	.10	.10	.10	.10
WRT (Work Ready Training)	.05	.05	.05	.05	.05
Article 34	.05	.05	.05	.05	.05
National Organizing Fund	.10	.10	.10	.10	.10
TOTAL	\$29.00*	\$35.42*	\$41.84*	\$48.26*	\$57.89*
Union Promotion Fund = 1½% of Base Rate Contingency Fund = .08 cents per hour	.30*	.37	.45*	.52*	.63*

PLEASE NOTE: Deduct Union Promotion and Contingency Funds from Base Rate after tax deductions and remit to Administrator

***changes to rates**

**METROPOLITAN PLUMBING & HEATING
CONTRACTORS' ASSOCIATION
APPRENTICE WAGE RATE
(HIGH RISE SECTOR) May 1, 2021**

	40% 1st year	50% 2nd year	60% 3rd year	70% 4th year	85% 5th year
Base Rate	\$20.61*	\$25.77*	\$30.92*	\$36.07*	\$43.80*
Vacation Pay	2.27*	2.83*	3.40*	3.97*	4.82*
Health Benefits	1.65	1.65	1.65	1.65	1.65
Pension	3.60	4.50	5.40	6.30	7.65
Training	.51	.51	.51	.51	.51
Provincial Training	.02	.02	.02	.02	.02
Int'l Training	.05	.05	.05	.05	.05
S.U.B.	.20	.20	.20	.20	.20
O.P.T.C.	.02	.02	.02	.02	.02
Bill 162 (WSIB)	.03	.03	.03	.03	.03
De Novo	.04	.04	.04	.04	.04
UA Canada Nat'l Wellness	.05	.05	.05	.05	.05
Organizing	.45	.45	.45	.45	.45
Industry Fund	.10	.10	.10	.10	.10
WRT (Work Ready Training)	.05	.05	.05	.05	.05
Article 34	.05	.05	.05	.05	.05
National Organizing Fund	.10	.10	.10	.10	.10
TOTAL	\$29.80*	\$36.42*	\$43.04*	\$49.66*	\$59.59*
Union Promotion Fund = 1½% of Base Rate Contingency Fund = .08 cents per hour	.31*	.39*	.46*	.54*	.66*

PLEASE NOTE: Deduct Union Promotion and Contingency Funds from Base Rate after tax deductions and remit to Administrator

***changes to rates**

APPENDIX 1 LETTER OF UNDERSTANDING

Between:

United Association of Journeymen and Apprentices of the
Plumbing and Pipefitting Industry of the United States and
Canada, Local 46
(Union)

– and –

Metropolitan Plumbing and Heating Contractors' Association

Whereas:

- A. The Union and the Contractors (the Parties) commonly work together under a Collective Agreement which is renewed every three years and which is currently up for renewal May 1, 2016. In anticipation of the renewal of the said Collective Agreement, the Parties wish to enter into this Memorandum of Understanding (MOU) which would form part of the Collective Agreement.
- B. The Union and the Contractors want to ensure that all tradespeople arrive to the workplace Work Ready, which for the purpose of the MOU is defined as having all required safety training mandated by Provincial or Federal legislation.
- C. The Parties wish to establish a joint fund, to be administered by the Union, for the purpose of funding the Work Ready Training (WRT) referred to in the foregoing paragraph.
- D. The Union is to be responsible for providing the Work Ready Training provided it is able to perform such training in a timely manner. If it is not possible for the Union to provide such training, the Trustees of the Fund will determine ways to address said training.
- E. Site specific training is not included in this memorandum.

Now, Therefore,

- 1. The Parties agree to establish a Joint Fund to be administered by the Union for the sole purpose of funding the WRT. An equal number of Trustees who oversee the Fund spending shall be appointed by each Party. The Trustees shall be responsible for reporting to the Parties

regarding the Fund spending. The intent and purpose would be to ensure that all UA tradespeople have the required safety training mandated by provincial or federal government legislation.

The training requirements as established by the Trustees shall be paid for by the newly created Fund for safety training as agreed by the Trustees.

In consideration of the foregoing, it is agreed that the fund shall initially begin funding the training for the following:

- WHMIS 2015
 - Fall Arrest
 - Working at Heights
 - Ministry of Labour Safety Awareness Training
2. To assist in the initial start-up of the Fund, the Parties agree to provide \$50,000 from the Joint High Rise Promotion Fund. This money will be repaid to the Joint High Rise Promotion Fund once the Fund has funding pursuant to Paragraph 3 below.
 3. Each member of the Contractors Association shall contribute five (5) cents per hour for each hour earned by the Union Members employed by the Metropolitan Plumbing & Heating Contractors' Association for funding. The amount per hour contributed will be reviewed annually by the Trustees of the Fund to determine if more or less contributions are necessary to fund the operation.
 4. The Trustees of the Fund will determine the training to be provided by Local 46. At the present time Fall Arrest, Working at Heights and the Ministry of Labour Safety Awareness Training along with the WHMIS 2015 are to be provided. The WRT shall be organized and delivered by the Union and Union Members will attend the training at no additional cost to the Contractor or the Fund.
 5. In the event that specific WRT cannot be provided by the Union in a timely way, MPHCA Member may outsource such WRT and get reimbursed from the Trust upon providing proper documentation to support the reimbursement.

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