

between The Independent 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

The Independent Plumbing
and Heating Contractors'
Association



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IMPORTANT REMINDERS

1. All members, journeymen, apprentices and piece workers must pick up a "work referral slip" (Article 7.08).
2. When a journeyman, apprentice or piece worker changes contractor, or is laid off from a contractor, he shall sign out of work at the Union Hall. This is important so Local 46 can keep an out-of-work list. This is good for the member, so that if a call for manpower comes into the Hall we can call you for work.
3. Although the contractor you work for deducts your monthly union dues on the first pay cheque of the month, as per Article 18.01, you are responsible to keep track of this. If the contractor does not do this, remind them. If a journeyman, apprentice or piece worker is not working when the contractor deducts the dues, it is up to the member to pay directly.

4. How The Dues Structure Works

- a) When a member, journeyman, apprentice or piece worker does not pay his dues directly or through a contractor for three (3) months, he will be assessed a \$50 fine.
- b) If the member, journeyman, apprentice or piece worker does not pay his dues directly or through a contractor for six (6) months then he will be expelled from the Union. In order to get back in good standing he must pay a reinstatement fee.

5. Apprentices

- a) Prior to an apprentice going to Trade School he must report to the Training Department (at the Union Hall).
- b) When an apprentice has completed Trade School he must report to the Training Department and pick up a work referral slip (at the Union Hall).
- c) When an apprentice is in Trade School he must pay his monthly union dues directly to the Union for the duration of his course.
- d) When an apprentice is finished Trade School and passed, he can report with his grades to the Dues Counter (at the Union Hall) and will be credited with dues for the time spent in school.
- e) All apprentices must take a minimum 25-hour Night School or Saturday course per year and must attend Trade School when scheduled and pass. Advanced apprentices must write a Junior Mechanics Exam at the Union Hall. If all these requirements are met, the Local will refund the member his \$400 for Trade School for each level.

INDEPENDENT PLUMBING & HEATING CONTRACTORS ASSOCIATION

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JUL 20 2005

THE INDEPENDENT PLUMBING AND HEATING
CONTRACTORS ASSOCIATION
(hereinafter called the EMPLOYER)

-and-

THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPEFITTING INDUSTRY OF
THE UNITED STATES AND CANADA, LOCAL 46
(Low Rise Residential Division)
(hereinafter called the UNION)

ARTICLE 1 - PURPOSE

- 1.01** Whereas the parties hereto desire: To advance the plumbing and heating industry in the residential sector. To maintain industrial peace. To prevent waste, avoidable delays, and unnecessary expenses so the cost to the client may be as low as possible.

ARTICLE 2 - RECOGNITION

- 2.01** The employer recognizes Local 46, Low Rise Residential Division as the exclusive bargaining agent for all plumbers and plumbers' apprentices in the employ for the Employer in the construction industry in the Municipalities of Metropolitan Toronto, the Regional Municipalities of Peel and York, the Towns of Oakville and Halton Hills and that portion of the Town of Milton within the geographic Townships of Esquesing and Trafalgar, the 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, excluding the industrial, commercial and Institutional sector of the construction industry save and except non-working foreman and persons above the rank of non-working foreman.

ARTICLE 3 - JURISDICTION

- 3.01** The work covered by this Agreement shall be that which is normally related to Plumbing and Pipe Fitting, Sprinkler, Hydronic Heating, Solar Heating and Fire Protection Industry which are contracted by the Companies signatory to this Agreement.
- 3.02** The parties to this Agreement recognize that it is the Employer's sole responsibility to assign work.
- 3.03** Jurisdictional disputes that may arise shall be referred to the Ontario Labour Relations Board for a final binding decision.
- 3.04** This Agreement subject to the conditions contained in 3.02 and 3.03 above, covers the installation and handling of all plumbing, pipefitting and industrial process control systems including all hangers and supports.

- 3.05** Jurisdictional Disputes shall not be used to cause work stoppages.
- 3.06** Subject to Article **6.01** all on site hole drilling, setting of sleeves and inserts required for the installation of mechanical services under the control of the contractor and the installation of central vacuum systems shall be performed by employees hired under the terms and conditions of this Collective Agreement.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

- 4.01** The normal hours of work shall consist of eight hours per day Monday to Friday. However, an employee may be requested to work an additional one hour per day at the regular hourly rate of pay to accommodate scheduling and emergency service and repairs.
- 4.02** Double (2) the regular hourly rate shall be paid for all hours worked in excess of the regular work day as defined in **4.01**.
- 4.03** Double the regular hours shall be paid for all hours worked on Saturday, Sunday and the following holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day.
- 4.04** The regular work day shall consist of eight hours per day worked between the hours of **7:00** a.m. and **4:30** p.m. The start and finish time may be modified up to one hour, with the mutual consent of the Contractor and the Union.

ARTICLE 5 - PAY FOR VACATIONS AND STATUTORY HOLIDAYS

- 5.01** Vacation pay and statutory holiday pay allowances shall be ten percent (**10%**) of an employee's hourly rate paid for each hour earned. It is understood and agreed that the rate of ten percent (**10%**) as outlined above is inclusive of statutory holiday pay for the holidays outlined in Article **4.03** above.
- 5.02** All Vacation and Statutory Holiday Pay (10%) will be paid weekly with the pay cheque.

ARTICLE 6 - UNION SECURITY

- 6.01** All current employees and all new employees shall be required as a condition of employment to be members of the Union and maintain their membership in the Union at all times during the course of their employment.
- 6.02** The Employer agrees to hire members of the Union provided that if the Union is unable to supply within forty-eight (48) hours members with the required qualification and housing experience to meet the requirements of the Employer then the Employer may obtain personnel from other sources.

It is agreed that such personnel shall make application for membership with Local Union 46 Housing Division within two (2) working days of starting work. It is further agreed that the Union shall accept such applicants for membership and shall issue a work referral card forthwith. The employer agrees to notify the Union prior to the hiring of such personnel.

- 6.03 The Union agrees to maintain a separate list of Housing Division members, which list shall upon request be available to the Employer.

ARTICLE 7 - HIRING, TERMINATION AND WORK PRACTICES

- 7.01 Subject to Article 6.01 only employees hired under the terms and conditions of this Collective Agreement shall handle any tools and materials of the trade.
- 7.02 Subject to Article 6.01 all piping machines, whether power or manually operated, which are required to perform piping fabrication work on the job 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 on the job site or in the Contractor's fabrication location. Contractors who fabricate piping off the job site shall register the fabrication location or shop off site with the Union. The above shall not be deemed to include regular items of self-contained packaged equipment, with associated integral piping normally listed in manufacturer's catalogues, or piping from recognized United Association Fabrication Agreement shops.
- 7.03 At initial hiring the employee shall give the Employer or his representative his Social Security Number. Each employee should also sign acknowledgement of same at the termination of his employment.
- 7.04 Whenever an Unemployed Insurance Separation Certificate, Vacation and Holiday Pay and all wages due him are not given to the employee at the time of termination they shall be sent by the Employer to the employee by registered mail to his last known address on file with the company within forty-eight (48) hours of the time of termination.
- 7.05 An employee who reports for work at the Employer's Shop or Site, and for whom no work is available due to reasons other than inclement weather, shall, provided he reported for work the previous day, receive a minimum of four (4) hours reporting time provided that he shall remain at other work if requested to do so by the Employer.
- 7.06 An employee when terminated by the Contractor shall receive two (2) hours pay at his basic hourly rate in lieu of notice if he does not receive a minimum of two (2) hours of advance notice.

- 7.07 A working foreman shall be a qualified journeyman member of the Union. The determination of the need for a working foreman and the appointment of a working foreman shall be at the discretion of the Employer. The Foreman shall be classified as a Journeyman who is responsible for running two (2) or more sub-divisions of 40 or more houses at any given time.
(Foreman's base rate shall be 10% above Journeyman rate as per Appendix "A").
- 7.08 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. The employer must give the employee reasonable time to pick up a slip from the Union Hall before starting work. The members must report with their slip to their place of employment within 48 hours. Employers may only hire those members who tender a work referral slip.
- 7.09 A crew leader shall be a journeyman member of the Union who shall be responsible for a sub-division with relation to supervision and ordering of materials, etc. where three or more workers are employed (including the crew leader).
(Crew leader's base rate shall be 6% above Journeyman rate as per Appendix "A").
- 7.10 At the time of layoff and rehire, special consideration will be given to the employment of older members.

ARTICLE 8 - WAGES AND PAYMENT

- 8.01 The hourly rate of wages and benefits for employees shall be effective as set out on Appendix "A" attached hereto.
- 8.02 It is agreed that no employee covered by this Collective Agreement shall receive a reduction in his rate of wages through the introduction of this Agreement.
- 8.03 Wages shall be paid by cheque or cash not later than Thursday of each week. If paid by cheque on Thursday and a Holiday occurs on Thursday, payment by cheque shall be on the preceding Wednesday.
- 8.04 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.

ARTICLE 9 - REGISTERED APPRENTICES

- 9.01 Apprentices will be hired in the ration stipulated by the Apprenticeship and Tradesmen's Qualifications Act, September 1972, and the rate of wages shall be:
- 1st year 40% of Journeymen's rate
 - 2nd year 50% of Journeymen's rate
 - 3rd year 60% of Journeymen's rate
 - 4th year 70% of Journeymen's rate
 - 5th year 85% of Journeymen's rate

- 9.02 Employer to notify Union when an apprentice is required to attend full-time school training.
- 9.03 The proportions of apprentices to journeymen shall be in accordance with the Ontario Apprenticeship and Tradesmen's Qualifications Act 1972, and amendments.
- 9.04 The parties agree that the continuing direction of the Apprenticeship programme is a suitable topic for on-going discussion. The IPHCA and Local 46 JTAC together shall ensure that all Apprentices take courses offered by the Union.
- In recognition of the necessity of ensuring an adequate supply of skilled employees for the industry, both parties agree to undertake a review of industry requirements, and where necessary, develop appropriate training programmes for the Housing Sector of the Construction Industry.
- 9.05 The percentage for the applicable apprentice year shall be as established in Article 9.01. The percentage will apply to the Journeymen's hourly rate and Pension contribution rate only. All additional contributions and deductions shall be per the monetary schedule. The above shall be per the monetary schedule. The above shall be implemented effective January 1st. 1996.

ARTICLE 10 - HEALTH BENEFITS PLAN

- 10.01 Effective May 1, 2004 to October 31, 2004, the Employer agrees to pay an amount of one dollar and seventy (\$1.70). (\$1.85) November 1, 2004 to April 30, 2005, (\$2.00) May 1, 2005 to April 30, 2006, (\$2.15) May 1, 2006 to April 30, 2007 per hour for each hour earned by each journeyman or registered apprentice who works on an hourly basis and remit same to the Union to be applied towards coverage of the Local 46 Health and Benefits Plan.

ARTICLE 11 - PENSION PLAN

- 11.01 Effective May 1, 2004 to October 31, 2004, the Employer agrees to pay an amount of four dollars and fifty cents (\$4.50), (\$4.75) November 1, 2004 to April 30, 2005, (\$5.00) May 1, 2005 to April 30, 2006, (\$5.25) May 1, 2006 to April 30, 2007 per hour for each hour earned by each journeyman and remit same to the Union to United Association Local 46 Pension Plan.

Contributions to the Local 46 Pension Fund for Apprentices will be based on the same percentage of the Journeyman's rate for the year they are in.

ARTICLE 12 - ASSOCIATION INDUSTRY FUND

- 12.01 Effective May 1, 2004, each Employer bound by this Agreement shall contribute ten cents (.10) per hour for each hour earned by each employee covered by this Agreement and remit such contribution. Such amounts on receipt shall be immediately paid to the Association as each Employ-

er's contributions for the general purposes of the Association including the Association's costs of negotiating and administering the Agreement.

ARTICLE 13 - LOCAL UNION 46 TRAINING FUND AND INTERNATIONAL TRAINING FUND

- 13.01 Effective May 1, 2004 to April 30, 2007, each Employer shall contribute to the Local Union 46 Training Fund the sum of twenty-six cents (.26) per hour earned by each journeyman or registered apprentice to further the training of Local Union 46 members for the Housing Sector of the Construction Industry.
- 13.02 Effective May 1, 2004 to April 30, 2007, each employer shall contribute to the Local Union 46 International Training Fund the sum of (0.5) five cents per hour earned by each Journeyman or registered apprentice. Payments shall be made under the conditions outlined in Article 15.

ARTICLE 14 - JOINT ADMINISTRATIVE COMMITTEE

- 14.01 The Employer agrees to pay into operative Health Benefits, and Pension Plans established by the Union. The amounts of Health Benefits, Pensions, contributions to be paid will be set out in the Wage Schedule. The Union agrees to supply the Contractors with information regarding the Health Benefits, Pension Plans and also administrative material that is required.

ARTICLE 15 - DATES OF CONTRIBUTIONS

- 15.01 Payment to be made by each of the contractors towards the Health Benefits Plan, the Pension Plan, the Training Fund, the Association Industry Fund, Union Promotion Fund, Contingency Fund, Drug and Alcohol Abuse Programme and other possible additions to Article 15 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. Such payments will be forwarded, together with a list of names of the employees for whom the contributions are being made, to the administrator of the Health Benefits Plan.
- 15.02 The Administrator shall forthwith forward to the Association the sum comprising the 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.
- 15.03 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.

- 15.04 Upon written notice from the Union, it is agreed that contributions to Articles 10, 11, 13, 17, 18, 34, and 36 will be amended and the corresponding monetary package schedule be modified to reflect the change.

ARTICLE 16 - DEFAULT OF PAYMENT

- 16.01 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 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, as liquidated damages and not as a penalty, an amount equal to five percent 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 five percent 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 five percent as foreshaid, "arrears" shall be deemed to include all accumulated damages remaining unpaid.
- 16.02 Where the Union has reasonable grounds to believe that proper payments or contributions have not been made under this Agreement, the Union or the Association shall have the right to inspect the employer's records.

ARTICLE 17 - UNION DUES PROMOTION FUND

- 17.01 Effective May 1, 2004 to April 30, 2007 each Contractor shall deduct from the wages of each member in his employ a sum equal to 1-1/2% 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 16 of this Agreement.

ARTICLE 18 - MONTHLY UNION DUES

- 18.01 The Employer shall as a condition of employment deduct monthly from each employee's pay the amount of regular Union dues in an amount established by the Union. For purposes of applying this clause, deductions will be made from the first pay cheque issued each month and remit same not later than the fifteenth day of the same month to the Financial Secretary of the Union. The Employer shall when remitting such dues, name the employees and their Social insurance numbers from whose pay such deductions were made.

ARTICLE 19 - STEWARDS

- 19.01 Where in the opinion of Local Union 46 a Steward is required, the Business Manager or his Representative shall make such appointment. It is agreed that one Steward may be appointed per each signatory Contractor. Such appointment shall be from among the employer's employees who are qualified Journeymen with at least four months service when such men are available.
- 19.02 Local Union 46 shall notify the Contractor by letter of the name of the Steward.
- 19.03 All things being equal the steward will be the second to the last journeyman laid off. In the event the steward is not the second to the last journeyman to be laid off there shall be a prior consultation with the Local 46 Representative.
- 19.04 In the event that an impasse is reached in the appointment of a job Steward relative to the aforementioned conditions a meeting shall take place between the Union and the Contractor to resolve the problem.
- 19.05 The Shop Steward will be supplied by the Contractor with a list of employees hired, laid off or terminated.

ARTICLE 20 -JOB CONDITIONS

- 20.01 It is agreed that Local 46 and the Independent Plumbing & Heating Contractors Association will jointly lobby the Minister of Labour to introduce amendments to the Occupational Health & Safety Act requiring washroom facilities on construction sites.
- An employee shall be allowed a fifteen (15) minute coffee break once during each half shift. An employee shall take a one-half (1/2) hour unpaid lunch break midway through the work day, but in no event will he work more than five (5) consecutive hours without a lunch break.
- 20.02 When three (3) or more Local Union employees are employed on a project which is scheduled to last 20 working days or more, the Contractor shall supply or make arrangements for a chemical flush or water flush toilet where site conditions permit.
- 20.03 The Business Representative shall be allowed reasonable access to all places where Local 46 members are employed to carry out the duties of office in so far as access to the job is in the control of the Employers provided there is no interference with the progress of work.

ARTICLE 21 -TRAVEL

- 21.01 Hourly rated employees who provide their own transportation to a job site will be compensated as follows:
- (a) Employees required to work within a twenty-five (25) mile radius of Toronto City shall not receive travel allowance.

- (b) Employees required to work outside the aforementioned twenty-five (25) mile radius will receive a travel allowance of twenty dollars (\$20.00) per day.
- 21.02 The Employer may offer to provide transportation in lieu of travel expenses. The assembly point shall be within Metropolitan Toronto or the location of the Employer's shop. The employer shall not obligate any employee to report to the employer's shop without notifying the employee during work hours or prior to 9:00 pm the previous day.
- 21.03 Travel expense is not considered time worked and shall not be used in computing overtime eligibility or premium payment.
- 21.04 In the event that transportation is provided by the Contractor such vehicle must comply with the requirements of the Highway Traffic Act as it applied to the transport of individuals.
- 21.05 An employee selected to transport men and materials to a job site in a Company vehicle shall be a "designated" driver and shall be compensated as provided for in the following. When a project is located within 25 km of the contractor's shop where the employee is dispatched from, he shall be compensated one half hour at his regular hour rate of pay. Within 45 km, but greater than 26 km, shall be compensated at one hour and when the distance is greater than 46 km shall be compensated one and a half hours at his basic hourly rate of pay. Such payment shall not be considered time worked and shall not be used in computing overtime eligibility or premium payment.
- 21.06 Daily board allowance \$60.00 per day to a maximum of \$360.00 per week.
- 21.07 When a Union member is hired within OLRB Area 8 and is required by the Employer to work in an area outside that area, he will be paid according to the rates and conditions of this Agreement for all work which would otherwise be covered by this Agreement.

ARTICLE 22 - JOINT CONFERENCE BOARD

- 22.01 A Joint Conference Board shall be formed comprised of three (3) persons nominated by the Contractors signatory to this Agreement and their (3) persons by the Union. The Board may be convened at the request of either the Contractor's Group or the Union on notice of three working days to discuss any dispute or grievance.

ARTICLE 23 - GRIEVANCE PROCEDURE

- 23.01 (a) The parties to this Agreement are agreed that it is of the utmost importance to adjust grievances as quickly as possible. A grievance is defined as any dispute, difference or controversy relating to the interpretation or alleged violation of this Agreement.

- (b) (i) The nature of the grievance the remedy sought and the section or sections of the Agreement which are alleged to have been violated shall be set out in the written record of the grievance and may not be subject to change in later steps.
- (ii) In determining the time which is allowed in the various steps Sundays and Holidays shall be excluded, and any time limits may be extended by agreement in writing.
- (iii) If advantage of the provisions of Article 23 and 24 hereof is not taken within the time limits specified herein or as extended in writing, as set out below, the grievance shall be deemed to have been abandoned and may not be reopened.

23.02 It is understood and agreed that an employee does not have a grievance until he has discussed the matter with his Foreman or Supervisor and given him an opportunity of dealing with the complaint. An employee may have his Steward or Business Representative present if he so desires.

23.03 Grievance properly arising under this Agreement shall be adjusted and settled, as follows:

Step No. 1 - Within five (5) working days after the circumstances giving rise to the grievance occurred or originated, the aggrieved employee or his representative may present his grievance in writing to the Superintendent. Should no settlement satisfactory to the employee be reached within one (1) week from the date which it is submitted under Step No. 1 and if the grievance is one which concerns the interpretation or alleged violation of this Agreement the grievance may be submitted to arbitration as provided in Article 24 at any time within fourteen (14) days thereafter but not later. A Union Business Agent may attend the Step No. 1 meeting when a written grievance is being submitted.

ARTICLE 24 - ARBITRATION

24.01 Both parties to this Agreement agree that any grievances concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the Grievance Procedure outlined in Article 23 above and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.

24.02 The Board of Arbitration will be composed of one person appointed by the Company, one person appointed by the Union and a third person to act as Chairman chosen by the other two members of Board.

24.03 Within two (2) working days of the request by either party for a Board, each party shall notify the other of the name of its appointee.

- 24.04 Should the person chosen by the Company to act on the Board and the person chosen by the Union fail to agree on a third member as Chairman within five (5) days of the notification mentioned in 24.03 above, the Minister of Labour for the Province of Ontario will be asked to nominate an impartial person to act as Chairman.
- 24.05 The decision of the Board of Arbitration or a majority of such Board constituted in the above manner shall be binding on the employee, the Union and the Company.
- 24.06 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.
- 24.07 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.

ARTICLE 25 - MANAGEMENT AND UNION POLICY GRIEVANCES

- 25.01 It is understood that the Company may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned it may be treated as a grievance and referred to Arbitration in the same way as a grievance of an employee. Such grievance may be processed at Step No. 1 of the Grievance Procedure as set out in Article 23 hereof at any time within five (5) working days after the circumstance giving rise to such grievance occurred.
- 25.02 A Union Policy grievance, which is defined as an alleged violation of this Agreement involving all or a substantial number of employees in the bargaining unit in regard to which a substantial number of employees have signified an intention to grieve or a grievance involving the Union itself regarding the application or interpretation of this Agreement may be brought forward in writing at Step No. 1 of the Grievance Procedure at any time within five (5) full working days after the circumstances giving rise to such policy grievance occurred and if it is not settled at this stage it may go to a Board of Arbitration in the same manner as a grievance of an employee.

ARTICLE 26 - PRODUCTIVITY

- 26.01 The Employer and the Union recognize the mutual value of improving by all proper and reasonable means the productivity of the individual workmen and both will undertake individually and jointly to promote such increased productivity.
- 26.02 During the lifetime of this Agreement the Employer 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 lockout.

26.03 The Employer 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 27 - MANAGEMENT RIGHTS

27.01 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 employee.

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

ARTICLE 28 - TOOLS

28.01 A Journeyman Plumber or Apprentice shall supply all hand tools of the trade as set out below:

- 1 Reed # TC 3 Q plastic tube cutter
- 1 ridged # 15 copper tube cutter
- 1 ridged # 103 midget tube cutter
- 1 3/8 box wrench
- 1 basin wrench
- 1 3/4 flaring tool
- 1 12' 0' tape
- 1 hacksaw
- 1 junior hacksaw
- 1 claw hammer 1 3/4 star chisel
- 1 1" wood chisel 2 standard screw driver (1 long 1 short)
- 1 Phillips screw driver
- 1 Robertson screw driver
- 1 Wilde plier
- 1 Torpedo level
- 1 propane torch kit
- 1 spark lighter
- 1 10 lbs. propane tank
- 1 "U" clips driver

- 28.02** The Employer shall supply all other tools that are not described in Article **28.01**, including: refill tanks, hacksaw blades, cutting wheels and properly sharpened drill bits, protective shields, safety glasses and chainsaw blades.

ARTICLE 29 - SAFETY

- 29.01** All members shall be required to have and wear approved safety boots and 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.
- 29.02** The Employer recognizes that it is bound by the applicable safety provisions contained in the Occupational Health and Safety Act **1978** and applicable Regulations for construction projects. The parties agree that any alleged violation of the above Act or Regulations will be dealt with under the normal procedures outlined in the Act or Regulations.

ARTICLE 30 - SUBCONTRACTING

- 30.01** In recognition of the practice in the Housing Industry established prior to the implementation of this Agreement, it is agreed that if the contractor subcontracts work covered by the Collective Agreement to subcontractors (including dependent contractors) they shall be in contractual relations with the Union.
- 30.02** Effective May 1, **2004**, recognizing that the Contractor can sub-contract, no Contractor shall directly or indirectly sublet or otherwise transfer to any employee any of the work coming under the jurisdiction of this Agreement. Nor shall the Contractor sub-contract such work to any employee not signatory to a U.A. Agreement.
- 30.03** There shall be an additional classification of employees designated as a "Dependent Contractor" as provided for in the Ontario Labour Relations Act. Such journeyman employees shall be employed by the Contractor under the following terms and conditions and shall be compensated with respect to the payment of Wages and Benefits as provided for in Appendix "B" which forms part of this Agreement. All other employment relationships shall be deemed to be direct hourly rated employees or Independent Contractors covered by the sub-contract provisions of this Agreement.
- A Dependent Contractor is employed by one Plumbing Contractor only and does not employ persons to perform work within the bargaining unit as provided for by this Agreement.

An Independent Contractor sub-contracts, sub-lets or contracts from one or more Plumbing Contractor or a Builder or employs Plumbers or apprentices to perform work within the bargaining Unit as provided for by this Agreement.

A Dependent or Independent contractor shall be signatory to the Local 46 Collective agreement prior to commencing work with a signatory Contractor member of the Independent Plumbing and Heating Contractors' Association. Local 46 shall be notified in writing by the Plumbing Contractor of each Dependent and/or Independent Contractor who shall be performing direct employment or contract prior to the commencement of the work.

When a Dependent Contractor is working on a sub-division that requires the assistance of an additional employee, this employee will be a direct hourly rated employee of the Plumbing Contractor and the total package per Appendix "A" reflecting the cost associated with the assisting employee will be set off against the Dependent Contractors' charges to the Plumbing Contractor.

The Plumbing Contractor shall be responsible for supplying a truck at no cost to the Dependent Contractor. The only tools that will be provided by the Dependent Contractor shall be those listed as hand tools in Article 28.

The Fixture Rates as provided for in Appendix "B" shall not include Liability Insurance, W.S.I.B. premium, the employer portion of Employment Insurance and Canada Pension Plan premium, the Employee Health Tax and Retail Sales Tax on welfare.

The Plumbing Contractor shall on a ratio basis, calculate the total journeyman package per Appendix "A" to determine the employee benefits and contributions appropriate to the Dependent Contractors earnings and make the remittance to the Local 46 Benefit Plan Administrator per the Collective Agreement. Income Tax shall be deducted weekly from all employees. The Dependent Contractor may provide the Plumbing contractor with a "Request For Reduction of Tax Deductions at Source".

There shall be no hold-backs or accounting fees charged to the Dependent Contractor. A Standard Work Record Form as attached hereto shall be itemized by the Dependent Contractor on a weekly basis which outlines the work performed and associated charges. This form will also detail the hours of work and the Apprentice or Journeyman classification of those employees assigned by the Plumbing Contractor to assist the Dependent Contractor. A copy of the Standard Work Record Form shall be provided to the Plumbing Contractor, the Dependent Contractor and the Union.

The parties to this Agreement recognize that it is the express intent of the provisions of this Article to ensure that employment in the classification of Dependent Contractors is an individual choice by the employee. It is not a condition of employment nor may the Dependent Contractor employment be presented to an employee by the Plumbing Contractor as an ultimatum to his continued employment as opposed to hourly rated employment.

The parties to this Agreement further agree that the maximum volume of work that may be performed by a Plumbing Contractor utilizing employees hired in the Dependent Contractor classification is 50%. The parties recognize there may be occasions when the 50% maximum may be exceeded. When this occurs, there must be mutual consent between the Plumbing Contractor, the Employee and the Union. It will only be authorized in writing between the Union and the Plumbing Contractor.

ARTICLE 31 - SCOPE OF WORK

31.01 If and when the Employer or any shareholder(s) holding an equity or control therein, shall perform or shall cause to be performed any work covered by this Agreement under its own name or under the name of another as a person, corporation, company, partnership, enterprise, franchise, associate, combination or joint venture this Agreement shall be applicable to all such work performed under the name of the Employer or the name of any other as a person, corporation, company, partnership, enterprise, combination or joint venture. No employer shall operate with spin-off companies on any work covered by this Agreement.

ARTICLE 32 - DURATION OF AGREEMENT

32.01 This Agreement shall be effective on ratification (except where otherwise noted) and shall remain in effect until the 30th day of April 2007 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, 2007 such notice to be given within ninety (90) days and not less than sixty (60) days prior to the 30th day of April, 2007. Either party sending out such amendment or termination notice shall forward to the other party a list of the individual numbers of the clauses of the Agreement which they desire to change and actual changes, additions or amendments that are desired.

ARTICLE 33 - BILL 162

33.01 Effective May 1, 2004, the contractor will contribute \$0.03 per hour earned, to the Local Union Employee Benefit Plan of this Collective Agreement to assure continuation of benefit coverage as provided for in Bill 162 and the Memorandum of Understanding dated August 20th. 1992. There shall be a new Letter of Understanding as follows:

MEMORANDUM OF UNDERSTANDING

MAY 1st, 1992

In recognition of and in compliance with the provisions of Bill 162, the parties agree to apply the following procedure in ensuring the required funding of the Local Union Employee Benefit Plans.

- a) Local Union 46 Benefit Plan will be subject to an actuarial audit to determine the appropriate hourly contribution to fund the contribution of Health and Welfare as well as Pension benefits stipulated in Bill 162.
- b) The auditor's actuarial report and subsequent Cairns experience will determine the hourly contribution required to fund the various Plans. In the event continuation of benefit coverage becomes funded through government taxation or any other method, the hourly contribution will cease and all reference will be removed from the Collective Agreement.

ARTICLE 34 - CONTINGENCY FUND

34.01 Effective May 1, 2004, each employer shall deduct from the wages of each member in their employ, a sum equal to eight (8) cents per hour for each hour earned. Payments shall be made under the conditions outlined in Article 15.

ARTICLE 35 - DRUG & ALCOHOL ABUSE PROGRAMME

35.01 Effective May 1, 2004, each employer shall contribute \$0.01 and deduct \$0.01 from each employee for all hours earned to be contributed to the Drug and Alcohol Abuse Programme (total .02¢ per hour). Payment shall be made under the conditions outlined in Article 15.

ARTICLE 36 - LOCAL 46 ORGANIZING, INDUSTRY STABILITY AND ASSESSMENT FUND

36.01 Local 46 recognizes the importance of organizing as a key component complimenting the promotion of the unionized sector of the Residential Low 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 \$0.50 per hour earned as provided for in Appendix "A". The contributions shall be remitted to the Benefit Plans Administration Office per Article 15.

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 37 - INDUSTRY COORDINATION COMMITTEE

37.01 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 commit to the following:

- (a) A Joint Industry Committee comprised of equal representatives from Independent Plumbing and Heating Contractors Association and the Union shall meet quarterly or at the call of the Co-chairs and in a non-partisan process to address issues of concern included, but not limited to, the following:
- (b) The mandate of the Joint Committee provides for the developing of programs and initiatives intended to advance our Industry. This includes the promotion of our Unionized Sector, Apprenticeship and Skills Training, Health and Safety and the strengthening of our Marketshare.
- (c) Funding will be through the Collective Agreement and effective May 1, 2004, 5¢ per hour earned per employee will be contributed by the Contractor as per Appendix A.

ARTICLE 38 - DEEMED ASSIGNMENT OF COMPENSATION UNDER THE EMPLOYMENT STANDARDS ACT-1991

38.01 The Trustees to the employee benefit plans to this Collective Agreement shall promptly notify the Local Union of the failure by any employer to pay any employee benefit contributions required to be made under this Collective Agreement and which are owed under the said plans in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Employment Standards Amendment Act - 1991 in relation to the Employee Wage Protection Program.

LETTER OF UNDERSTANDING

It is hereby agreed that this Letter of Understanding is an addendum to the Memorandum of Agreement signed this day between Local Union 46 and the Independent Plumbing and Heating Contractors' Association, wherein the parties recognize that the Low Rise Residential (Housing) Sector must receive special attention in an effort to secure the Union Contractor, and the Union Members' future in this Sector.

It is understood and agreed that Local 46 will undertake a special effort in reference to the above, including, but not limited to, the assigning of an Organizer to this Sector to address the non-union competition.

It is further agreed that the Organizer will be knowledgeable of the practices and scope of the Housing Industry, and both parties agree to co-ordinate our actions in addressing this undertaking. This Agreement between the Independent Plumbing and Heating Contractors' Association and United Association Local 46 is a complete Agreement, superseding all prior Agreements, and shall be in full force and effect from May 1, 2004 to April 30, 2007, and from year to year thereafter unless notice of termination or modification is given in writing by either party sixty (60) days prior to the 30th of April 2007.

Signed on the 20th day of August, 1992

Adelchi Franzolini

On behalf of
The Independent Plumbing
and Heating Contractors Association

Sean O'Ryan

On behalf of
United Association
Local Union 46

APPENDIX "A"

INDEPENDENT PLUMBING & HEATING CONTRACTORS ASSOCIATION

MONETARY PACKAGE

May 1/04 \$ 1.30 Increase Per Hour

May 1/05 \$ 1.30 Increase Per Hour

May 1/06 \$ 1.20 Increase Per Hour

The above is inclusive of Wages, Benefits and Vacation Pay. Apprentice wage Rates and Benefits will be amended to reflect the changes to the Journeymen's Package.

| Journeyman | May 1/04 | Nov. 1/04 | May 1/05 | May 1/06 |
|-----------------------|----------------|----------------|----------------|----------------|
| Base Rate | \$31.29 | \$30.93 | \$31.75 | \$32.48 |
| Vacation Pay | 3.13 | 3.09 | 3.17 | 3.24 |
| Health Plan | 1.70 | 1.85 | 2.00 | 2.15 |
| Pension | 4.50 | 4.75 | 5.00 | 5.25 |
| Local 46 Training | .26 | .26 | .26 | .26 |
| International | | | | |
| Training Fund | .05 | .05 | .05 | .05 |
| O.P.T.C. | .01 | .01 | .01 | .01 |
| Alcohol/Drug | | | | |
| Abuse Fund | .02 | .02 | .02 | .02 |
| Bill 162 (WSIB) | .03 | .03 | .03 | .03 |
| Industry Promotion | | | | |
| (Article 37) | .05 | .05 | .05 | .05 |
| Local 46 Organizing | | | | |
| Industry Stability & | | | | |
| Assesment Fund | .50 | .50 | .50 | .50 |
| Association Fund | .10 | .10 | .10 | .10 |
| TOTAL | \$41.64 | \$41.64 | \$42.94 | \$44.14 |
| After Tax Deductions: | | | | |
| Union Promotion | | | | |
| Fund—1-1/2% of Base | | | | |
| Rate (per hour) | .47 | .46 | .48 | .49 |
| Contingency Fund | | | | |
| 08¢ Per Hour | | | | |

| Crew Leader | May 1/04 | Nov. 1/04 | May 1/05 | May 1/06 |
|---|----------------|----------------|----------------|----------------|
| Base Rate | \$33.17 | \$32.79 | \$33.65 | \$34.43 |
| Vacation Pay | 3.32 | 3.28 | 3.36 | 3.44 |
| Health Plan | 1.70 | 1.85 | 2.00 | 2.15 |
| Pension | 4.50 | 4.75 | 5.00 | 5.25 |
| Local 46 Training | .26 | .26 | .26 | .26 |
| International Training Fund | .05 | .05 | .05 | .05 |
| O.P.T.C. | .01 | .01 | .01 | .01 |
| Alcohol/Drug Abuse Fund | .02 | .02 | .02 | .02 |
| Bill 162 (WSIB) | .03 | .03 | .03 | .03 |
| Industry Promotion (Article 37) | .05 | .05 | .05 | .05 |
| Local 46 Organizing Industry Stability & Assesment Fund | .50 | .50 | .50 | .50 |
| Association Fund | .10 | .10 | .10 | .10 |
| TOTAL | \$43.71 | \$43.69 | \$45.03 | \$46.29 |
| After Tax Deductions: | | | | |
| Union Promotion Fund—1-1/2% of Base Rate (per hour) | .50 | .49 | .50 | .52 |
| Contingency Fund 08¢ Per Hour | | | | |

NOTE: Crew Leader's Base Rate is 6% above the Journeyman Base Rate.

| Foreman | May 1/04 | Nov. 1/04 | May 1/05 | May 1/06 |
|---|-----------------|------------------|-----------------|-----------------|
| Base Rate | \$34.42 | \$34.02 | \$34.92 | \$35.73 |
| Vacation Pay | 3.44 | 3.40 | 3.49 | 3.57 |
| Health Plan | 1.70 | 1.85 | 2.00 | 2.15 |
| Pension | 4.50 | 4.75 | 5.00 | 5.25 |
| Local 46 Training International | .26 | .26 | .26 | .26 |
| Training Fund | .05 | .05 | .05 | .05 |
| O.P.T.C. | .01 | .01 | .01 | .01 |
| Alcohol/Drug Abuse Fund | .02 | .02 | .02 | .02 |
| Bill 162 (WSIB) | .03 | .03 | .03 | .03 |
| Industry Promotion (Article 37) | .05 | .05 | .05 | .05 |
| Local 46 Organizing Industry Stability & Assesment Fund | .50 | .50 | .50 | .50 |
| Association Fund | .10 | .10 | .10 | .10 |
| TOTAL | \$45.08 | \$45.04 | \$46.43 | \$47.72 |
| After Tax Deductions: | | | | |
| Union Promotion Fund—1-1/2% of Base Rate (per hour) | .52 | .51 | .52 | .54 |
| Contingency Fund 08¢ Per Hour | | | | |

NOTE: Foreman's Base Rate is 10% above the Journeyman Base Rate.

APPENDIX "A1"

DEPENDENT CONTRACTORS' GUIDELINES

Complete Fixtures Rate

1. Cut, rough-in and water pipes
 - (a) Cut and drill all necessary holes to rough-in ABS pipes, copper and roof flashing.
 - (b) Install ABS Pipes and copper pipes to all fixtures in the house, including main floor.
 - (c) Kitchen island, sinks, trapped and water piped through the floor.
 - (d) Steel protection plates where needed and according to City By-Laws.
 - (e) 3 piece vent to be placed as per plans.
 - (f) Roof flashing, if already installed, deduct \$20 per flashing only when mutually agreed to by the employer and the Dependent Contractor in writing prior to the piece worker going to the job site.
 - (g) Footings – hook up included in the rough-in rate. (If drains not connected supply c.o., 4" ABS pipe and 90° elbows).
 - (h) Floor drain rough-in on second floor.
Must provide drip line to basement and charge as a fixture as per Appendix B 1a (rough in ABS only).

 - 1a) Cut out and Drill for ABS and Water Pipes. Rough in ABS
 - (i) Same as above, water pipes excluded.

 - 1b) Complete installation of copper water pipes (above basement)
 - (i) Install and properly secure copper pipes to all fixtures in the house, including kitchen, powder room and laundry tub.
 - (ii) All hot and cold line risers must be clearly identified and accessible.
 - (iii) Protection plates as needed.
- NEW ITEM
- 1(c) Complete installation of plastic water pipes (above basement)
 - (i) Install and properly secure plastic water pipes to all fixtures in the house, including kitchen, powder room and laundry tub.
 - (ii) All hot and cold line risers must be clearly identified and accessible.
 - (iii) Protection plates as needed.

NEW ITEM

- 1(d) Roof Flashings
Cut holes and fasten **3" ABS** pipes with necessary flashings, \$20 each.
2. Test and Inspection
 - (a) Fill **ABS** pipes with water or air pressure.
 - (b) Pressure test as per code hot and cold water lines.
 - (c) Make sure inspection is passed, test caps and water removed from plumbing system.

NEW ITEM

5. Shower or Floor Drain
Shower base, liner or floor drain liner, drip and trap on second floor.
7. Basement Water Pipes
 - (a) Install all necessary piping.
 - (b) Connect hot water tank (if H.W.T. is not available, put pipes at the proper location, report to employer and deduct \$20 from total price of basement).
 - (c) Provide a maximum of **two** outside taps per house, including vacuum breaker.
 - (d) Install spacer or water meter and pressure reducing valve where necessary (meter wire reader excluded).
 - (e) If water pipes are not dropped into the basement from the main floor, e.g. kitchen sink, powder room, laundry tub and island sink, the water pipe rates as per Appendix 1(b) shall be added to the basement rate.
(NOT TO INCLUDE 2nd FLOOR FLOOR DRAIN AS A FIXTURE).
8. Finishing and Test
 - (a) Installation of all fixtures and trim, plus testing.
 - (i) All china basins and laundry tubs must be siliconed by P/W.
 - (ii) Testing – finishing P/W must test both hot and cold.
 - (iii) Install sump pump and charge as a fixture.
 - (iv) Laundry tub must be properly fastened and trapped.
 - (v) Future vent to be connected as per City By-Law. 3-piece vent to be connected.
 - (vi) If H.W.T. has to be connected, an additional charge of \$20 will apply.
 - (b) If any fixtures cannot be installed due to reasons beyond the Dependent Contractor's control, it must be capped for testing, reported to main contractor and not charged as a fixture.
(NOT TO INCLUDE 2nd FLOOR FLOOR DRAIN AS A FIXTURE).

NOTES

1. There shall be no hold-backs or accounting fees charged to the Dependent Contractor, see Article 30.03.
2. Extras – Any P.O. must be attached to W.R.F. for payment. Employer to pay P.W. equal amount of hours as per P.O.
3. P.W to hand in completed W.R.F. every Friday. Full payment will be made by the following Thursday upon completion/inspection by contractor. Upon inspection contractor must give P/W notice of deficiencies and allow 36 hours to fix except in case of emergencies.
4. Any other work not listed is to be considered an extra and must be paid hourly according to the Journeyman total package as per the 2004 – 2007 Low Rise Residential Agreement.
5. Piecework will only be allowed on a per fixture basis, not on an hourly estimate (i.e. one basement for 4 hours).

APPENDIX "B"

DEPENDENT CONTRACTOR

| | May 1/04 | May 1/05 | May 1/06 | |
|--|----------|----------|----------|----------------|
| Complete Fixtures Rate | \$118.40 | \$122.10 | \$125.52 | |
| 1. Cut, rough-in and water pipes | 49.25 | 50.80 | 52.21 | per fixture |
| 1.(a) Cut out and drill for AB5 and water pipes Rough in ABS | 33.00 | 34.05 | 35.00 | per fixture |
| 1.(b) Complete installation of copper water pipes (above basement) | 16.25 | 16.75 | 17.21 | per fixture |
| 1.(c) Complete installation of plastic water pipes (above basement) | 14.75 | 14.75 | 14.75 | per fixture |
| 1.(d) Roof Flashing | 20.00 | 20.00 | 20.00 | each |
| 2. Test and Inspection | 7.10 | 7.32 | 7.53 | per fixture |
| 3. Steel Tubs | 34.30 | 35.40 | 36.30 | per unit |
| 4. Roman Tubs | 56.80 | 58.60 | 60.04 | per unit |
| 5. Shower or Floor Drain | 24.80 | 25.60 | 26.30 | per unit |
| 6. Water Service | 24.80 | 25.60 | 26.30 | per unit |
| 7. Basement Water Pipes | 21.30 | 21.97 | 22.60 | per fixture |
| 8. Finishing & Test | 26.80 | 27.49 | 28.25 | per fixture |

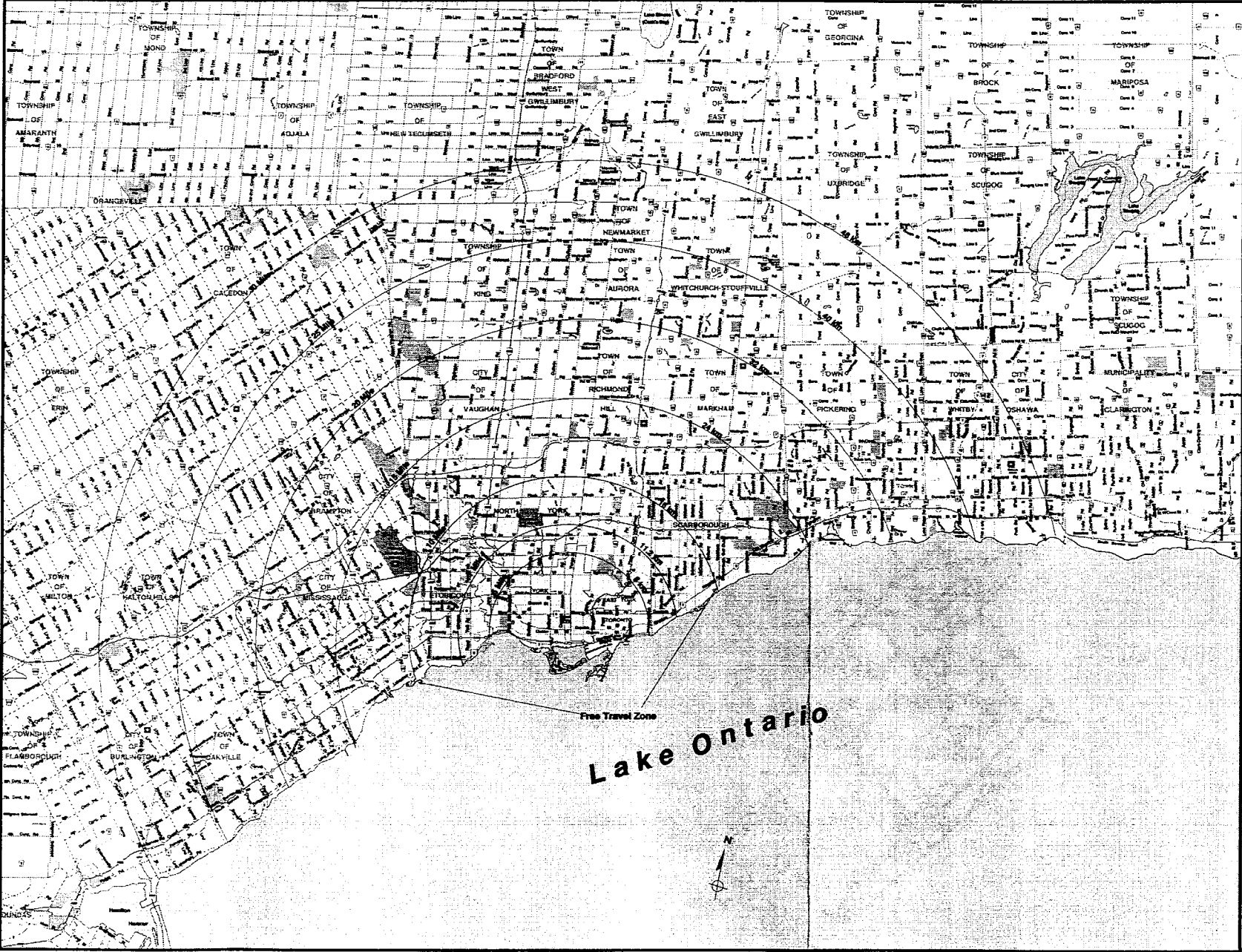
Underground (below slab) Basement Rough-in

3 Piece: \$42.00; 2 Piece: \$32.00

28 + 2

Collective Agreement

Toronto District Zone Areas



Territorial Jurisdiction of U.A. Local 46

