

INDUSTRIAL MAINTENANCE AGREEMENT

Between

THE UNITED ASSOCIATION OF JOURNEYMAN
AND APPRENTICES OF THE PLUMBING AND PIPEFITTING
INDUSTRY OF THE UNITED STATES AND CANADA
LOCAL UNION 527



and

THE MECHANICAL CONTRACTORS ASSOCIATION
OF ONTARIO

M.C.A. K-W Zone 7
M.C.A. London Zone 6
2025 – 2028

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INDUSTRIAL MAINTENANCE AGREEMENT

This AGREEMENT is entered into this 3rd day of May 2025

between

The Mechanical Contractors Association of London Zone 6

The Mechanical Contractors Association of Kitchener - Waterloo Zone 7
(hereinafter referred to as the Employer)

and the

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE
FITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO, LOCAL UNION 527

(hereinafter referred to as the Union), for the purpose of maintenance, repair, replacement and
renovation work in various plants where the Employer works.

WHEREAS the Employer is engaged in the business of plant maintenance, repair, replacement and
renovations (as defined in Article 4) with miscellaneous industries, and this work is of importance to the
Union, and it being recognized there is an essential difference in the conditions required to perform this
type of work, the Union with the Employer wish to enter into an agreement for their mutual benefit
covering work of this nature.

PURPOSE AND INTENT

WHEREAS the purpose and intent of this Agreement is:

- to promote harmonious relations between the Parties hereto;
- to promote the business of the plumbing, heating and pipe fitting industry,
- to ensure a standard of efficiency in the industry for the protection of the public,
- to establish and maintain fair conditions for those engaged in the industry,
- to settle differences which may arise between the Parties hereto,
- to govern the wages and conditions of employment for maintenance work and
- to maintain a harmonious relationship between the Employer, Union and the Client.

ARTICLE 1.000 - RECOGNITION

- 1.100** The Employer recognizes the United Association of Journeyman and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local Union 527, as the sole and exclusive bargaining representative for all Journeymen Plumbers, Journeymen Steamfitters, Journeymen Welders and all Apprentice Plumbers and Apprentice Steamfitters and Apprentice Welders in the employ of the Employer in respect to wages, hours, and other terms and conditions of employment for any maintenance, repair, replacement and renovation work.

1.200 THE EMPLOYER AND THE UNION

- 1.201** Agree that the jurisdiction recognized herein for the Union shall be the jurisdiction recognized by the AFL-CIO, provided however, that if they or the union are unable to agree upon the Employer will recognize one as having jurisdiction until such time as the Claimant Union agree upon another and provided further that work considered within the jurisdiction of any Union which is not represented by the Union in this or a similar maintenance agreement may be assigned by the Employer to the jurisdiction of the most appropriate Union.
- 1.202** Recognize the Union as herein duly constituted for the purpose of bargaining collectively and administering this Agreement for the members.
- 1.203** Agree to bargain collectively with the Union and to be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made pursuant thereto.

ARTICLE 2.000 - UNION SECURITY

- 2.100** As a condition of employment, an employee must be in good standing with Local 527.
- 2.200** Should it be necessary to reduce the workforce within a company, the employer shall lay-off their UA employees in the following sequence providing the remaining employees have the qualifications necessary to perform the work at hand:
- Permit Members
 - Travel Card Members
 - Retired Local Members as per UA Local 527 Policy & Procedure 1.10
 - Active Local Members

ARTICLE 3.000 - SCOPE OF WORK

- 3.100** The scope of this agreement covers all work of maintenance, service, relocation, retrofit, repair, replacement and renovation nature, assigned by the Owner of the Employer and performed by the employees of the Employer covered by this Agreement, within the limits of the Owner's property in the Industrial Sector Only.

- 3.200** The scope of this Agreement does not cover work performed by the Employer of a new construction nature which is work required to erect new facilities in which event the work shall be done in accordance with existing building construction agreements.
- 3.300** The Union and the Employer understand that the Owner may, at their discretion, choose to perform or directly subcontract work for any part or parts of the work necessary in their plant.
- 3.400** This Agreement shall be applicable to and effective within the geographic jurisdictional area of UA Local 527 Southwestern Ontario, MCA Zone 6 London and MCA Zone 7 Waterloo.

ARTICLE 4.000 - DEFINITIONS

- 4.100** Maintenance: shall be work performed for the maintenance, service, relocation, retrofit, repair, replacement, renovation, revamp and upkeep of property, machinery and equipment and all related piping and tubing within the limits of the plant property.
- 4.200** All work performed by the employer on existing equipment and machinery, including all associated work in a given plant, shall be maintenance. This shall include replacement of existing individual items of machinery and equipment with new units, including all associated work. It is understood that this concept would not include the replacement of an entire process system installation, increasing production or changing the final product being manufactured.
- 4.300** Where the term "Prevailing Construction Agreements" is used herein, it shall mean those Provincial Construction Agreements entered into between the respective Employer Bargaining Agency and Councils of Unions, as they apply to Local Union 527.

ARTICLE 5.000 - MANAGEMENT RIGHTS

- 5.100** The Union agrees and acknowledges that the Employer has the right to manage the business and to exercise such right, save and except such prerogatives of management as may be specifically modified by the terms and conditions of this Agreement.
Without restricting the generality of the foregoing paragraph, it is the exclusive function of the Employer to:
- 5.101** Manage its business in all aspects in accordance with its commitments and responsibilities including the right to manage jobs, locate, extend, curtail or cease operations, to determine the number of persons required, to determine the kinds of and locations of machines, tools, equipment and materials to be used and schedules of production to be met and to maintain order, discipline and efficiency.

5.102 Hire, direct, promote, demote, lay-off, assign or reassign, discipline and discharge employees for just cause. To determine reasonable rules to be observed by employees

5.200 Transfer from one project to another will be permitted.

ARTICLE 6.000 - NO STRIKE OR LOCKOUTS

6.100 In view of the grievance and arbitration procedures provided in this Agreement it is agreed that there shall be no strike or stoppage of work, and that during the term of this Agreement, there shall be no lockouts.

ARTICLE 7.000 - JURISDICTION

7.100 The work jurisdiction of Local 527 is outlined in the Constitution of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

ARTICLE 8.000 - REFERRAL OF WORKERS

8.100 The Employer agrees that it will not hire anyone who is not a member of Local Union 527 for any work coming under the jurisdiction of the United Association and that no member of Local Union 527 will be hired without a work referral slip from the Union Office. The Union agrees that when it has no members available, it will issue a work referral to workers deemed qualified until such time as there are Local Union 527 members available who are capable of doing the work required by the Employer.

8.200 The Employer shall be entitled to full (100%) name hire from the out-of-work list of all the employees in the bargaining unit except apprentices.

8.300 Any employee who reports to work on the date of hiring with a contractor and does not have the proper documentation will be sent away without pay and not hired on by the contractor until the proper documentation is provided.

Required Documentation:

C of Q / Apprentice Contract
Valid [STO](#) membership card
Worker Awareness in 4 steps
WHMIS (site specific training by individual employer)
Working at Heights

Any new legislated mandatory safety prescribed provincially or federally
See Schedule Q letter of understanding in the current ICI Agreement.

ARTICLE 9.000 - UNION REPRESENTATION AND ACCESS TO JOBS

Authorized representatives of the Union shall have access to the work where employees covered by this Agreement are employed, providing they do not unnecessarily interface with the Employer's employees, customer's employees, or cause them to neglect their work, and further provided such Union representative complies with customer rules.

It shall be the responsibility of the contractor to arrange access for a union representative. If client rules prohibit such access, the contractor shall make alternative arrangements with the union.

ARTICLE 10.000 - SUPERVISION

10.100 Contractors from outside the Union's Jurisdictional area shall be allowed to bring in one (1) foreman for the project. Any variations in this will be at the discretion of the Business Manager or Business Agent(s).

ARTICLE 11.000 - STEWARDS

11.100 A Job Steward shall be appointed by the Union Business Representative on any job, shift, or shop. The contractor shall be notified in writing of the name of the Steward when the appointment becomes effective.

11.200 A Job Steward shall be an employee who is a qualified journeyperson, capable of performing the regular work in accordance with the job requirements. It shall be the duty of the Steward to make an effort and give every consideration that the provisions of this agreement are carried out with consideration and fairness to both parties concerned. The Steward shall in no way be discriminated against in the performance of his/her duties.

11.300 A Steward's duties shall pertain only to the particular contractor by whom they are employed. Therefore, such Stewards shall not interfere with other Contractors on the job site.

11.400 Upon receiving a complaint or grievance from an employee, the Steward shall be permitted a reasonable amount of time during working hours without loss of pay to investigate the complaint or grievance. The Steward shall not direct the work force under any circumstance.

11.500 It is understood and agreed that the Stewards have their regular work to perform and they shall not absent themselves unduly from this work. There shall be no non-working Stewards.

11.600 Unless by mutual agreement between the Union and the contractor, the Steward shall not be laid off or transferred prior to the manpower requirement being reduced to five (5) members, excluding the foremen, providing the Steward has the trade qualifications for the work to be performed. The contractor shall notify the business representative of the Union when a Steward is to be laid off.

- 11.700** When two (2) or more men are required, excluding a foreman, the Steward shall be notified and will work all overtime hours that may be in effect on the job site if willing and qualified to perform the work.

ARTICLE 12.000 - APPRENTICES

- 12.100** Apprentices may be employed in designated trades in accordance with the regulations established by the Local Joint Training Committee and prevailing Construction Agreement.

ARTICLE 13.000 - FOREMEN

- 13.100** General Foremen and Foremen shall be members of the Union. The number of General Foremen and Foremen is the sole responsibility of the Employer.
- 13.200** A Foreman shall mean: a qualified journeyman who is elevated by his employer to layout work or to supervise or instruct other members under the employ of the Employer.
- 13.300** Should any dispute arise over the classification of a Foreman or General Foreman, the Joint Conference Board shall meet to deal with the case and render a decision. In the event the decision is in favour of the employee, then retroactive payment shall be made to the date that the objection was raised by the employee.
- 13.400** A foreperson that has nine (9) employees or less under their direct supervision, shall receive eleven percent (11%) above the journeyperson's base rate. A foreperson that has 10 or more employees under their direct supervision shall receive sixteen percent (16%) above the journeyperson's base rate.
- 13.500** General Foremen's rate of pay to be negotiated between the General Foreman and the Employer.

ARTICLE 14.000 - TOOL ROOMS

- 14.100** The Employer and the Union agree that it shall be the owner's prerogative to maintain and operate a tool room and warehouse. The Union agrees that the manpower required for the operation of the centrally located tool room and warehouse may be at the owner's option and be employed directly by them.
- 14.200** The Employer may establish tool rooms and warehouses as required for efficient service in the plant, these area tool rooms and warehouses being manned by members of Local Union 527.

14.300 Tools shall be provided by the contractor with the exception of the following:

Steamfitters and Apprentices: 1-9" level, 1-25' tape measure, 1-10" pliers

Plumbers and Apprentices: 1-9" level, 1-25' tape measure, 1-10" pliers

Welders and Apprentices: 1-25' tape measure.

14.400 All other tools issued to employees for use on the job will remain Employer property and those employees to whom the tools are issued will be responsible for their safekeeping and return. The Employer may issue reasonable rules and regulations governing the issue of tools and their return to the tool room.

ARTICLE 15.000 - JOB SITE ACCOMMODATION

15.100 When proper facilities are not already on the job, it shall be the employer's responsibility to see that adequate lunchrooms, washroom and toilet facilities are available.

15.200 The Employer shall ensure clean sanitary facilities on the job site. Drinking water shall be supplied by the employer in a sanitary container with paper cups or from an approved potable water faucet.

15.300 Where it is necessary for an employer to supply transportation on the site, the vehicle shall be covered, heated, and seats provided.

ARTICLE 16.000 - SAFETY & FIRST AID

16.100 The employees covered by the terms of this Agreement shall at all times, while in the employ of the Employer, be bound by the Safety Rules and Regulations as established by the Employer. These rules and regulations are to be published at conspicuous places throughout the plant.

16.200 All Work is to be performed in accordance with the Occupational Health and Safety Act and regulations for construction projects as amended, and regulations passed pursuant thereto.

16.300 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 Employer demands a safety hat of a particular color or style, in which case the Employer shall supply it at the Employer's expense. Safety hats, supplied by the Employer, shall be returned by the employee on termination of employment.

16.400 Protection goggles and hearing protection shall be supplied to any employee, when required by the nature of the work being performed. The Employer shall supply to the welder, the welder's leathers where required. The Employer shall supply to the welder, the welder's safety hat, shield, goggles, and heat resistant gloves. When employees are required to work with welders, they shall be supplied with gloves and proper safety glasses.

- 16.500** Replacement of worn or broken safety equipment supplied by the Employer under this clause shall be on an exchange basis only. All other safety equipment necessary to comply with all Safety Act Regulations applicable to protect the employee while performing his assigned work, shall be provided by the Employer at the commencement of the assigned work.
- 16.600** If the employee fails to return such protective safety equipment, he shall be charged for same at replacement cost if neglect is proven.
- 16.700** The employer shall provide first aid requirements on the job or project as prescribed by the Workers Safety and Insurance Act of Ontario and / or regulations issued thereunder.
- 16.800** Either party to this agreement shall not condone substance abuse.

ARTICLE 17.000 - PROTECTIVE CLOTHING AND EQUIPMENT

- 17.100** Employees are required to wear protective clothing and use protective equipment, as determined by the Occupational Health and Safety Act, and Regulations for Construction Projects, as amended, for the work being done.
- 17.101** When required, wet weather clothing including rubber boots, will be supplied by the Employer.
- 17.102** On dirty or corrosive work in which the employee's clothing may be permanently damaged, the Employer shall supply and maintain the necessary protective clothing, including gloves and coveralls.
- 17.103** Supply of the above-noted clothing shall be at no cost to the employee, and shall be subject to the provisions of Section 17.200.
- 17.200** The protective clothing and equipment covered in section 17.100, 17.101, 17.102 and 17.103 that is provided by the Employer will be charged out to the employee and the employee shall be responsible for the return of such clothing and equipment to his Employer.

ARTICLE 18.000 - PROJECT RULES

- 18.100** It is recognized that in a maintenance operation of this kind, the Employer and the Union have interests in the rules governing the performance of the work under this Agreement. It is agreed that such project rules and regulations will be prepared and distributed among the men on the job by the Employer, provided such rules do not conflict with or contravene terms of this Agreement.
- It is agreed by the Union that all of the employees covered by this Agreement shall be made aware of these project rules and regulations by the Employer at the time of their hire and that they shall be bound by them throughout the duration of their employment.

ARTICLE 19.000 - GRIEVANCE PROCEDURE

19.100 A grievance may arise only from a dispute concerning the interpretation, application, administration, or alleged violation of this Agreement by either party.

19.200 Step No. 1.

19.201 The aggrieved employee, whether alone or with his union steward and/or a Union official shall present his grievance orally or in writing within five (5) regular working days of the alleged grievous act to his foreman or employer, and the foreman or employer shall reply to the grievance orally or in writing.

19.202 If a settlement satisfactory to the employee is not reached within two (2) regular working days or within a time period which may be mutually arranged, then Step No. 2 may be invoked.

19.300 Policy Grievances

19.301 It is understood that a Policy Grievance may be initiated by the Employer or the Union under the Grievance Procedure set out in this Agreement, beginning at Step No. 2.

19.400 Step No. 2.

19.401 Failing settlement of the complaint or dispute between the parties as mentioned in Step No. 1, then within ten (10) regular working days following the last discussion under Step No. 1, the grievance shall be reduced to writing and a copy presented by the Union to the Employer.

19.402 Within five (5) regular working days following the presentation of a written grievance, the Employer shall meet with the Union Representative and the employee, and endeavor to settle this matter in dispute.

19.500 Either of the parties, after exhausting the grievance procedure established by this Agreement, may submit the grievance to arbitration and/or to the Board pursuant to Section 133 of the Labour Relations Act.

ARTICLE 20.000 - ARBITRATION

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to the arbitration board. The

recipient of the notice shall within five (5) days inform the other party of its appointee to the arbitration board. The two appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairman.

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within the time limited, the appointment shall be made by the Minister of Labor for Ontario upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chairman governs.

ARTICLE 21.000 - WAGES, BENEFITS & REMITTANCES

21.100 Wages and benefits are to be paid as follows:

21.101 Employees shall be paid in accordance with the rates published and set out in the corresponding wage schedules in the appendix of the current ICI Agreement that the work is being performed.

21.102 All negotiated funds and their prescribed amounts shall be remitted on the same schedule and to the same Administrator as outlined in the appendix of the current ICI Agreement that the work is being performed.

21.200 Wages shall be paid by cheque, cash or electronic bank deposit not later than Thursday of each week. If paid by cheque or electronic bank deposit on Thursday, and a Holiday occurs on Thursday, payment by cheque or electronic bank deposit shall be on the preceding Wednesday.

21.201 In the event of the pay not being delivered before the regular quitting time on Thursday, the wages are to be paid in cash on Friday before 2:00 P.M. or if paid by cheque or electronic bank deposit, one hour with pay during the regular worked day shall be granted to the employee in order to cash his cheque.

21.202 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.

21.300 In the event that the Agreement covering the I.C.I. Sector should terminate and no Agreement is reached regarding wages, the Employer in order that continuity of work shall be maintained, agrees as follows:

21.301 Should a work stoppage occur in the negotiation of the Provincial Industrial, Commercial and Institutional Agreement, the employees of the Union will be paid the appropriately adjusted wage rate negotiated in the new agreement, on a retroactive basis to the date of the work

stoppage or the effective date of the new wage rate, whichever is the earlier.

21.302 Should no work stoppage occur in negotiating the Provincial Industrial, Commercial and Institutional Agreement, the employees of the Union will be paid the appropriately adjusted minimum wage rate negotiated in the new agreement on the effective date of the new wage rate.

ARTICLE 22.000 - STATUTORY HOLIDAYS

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	Family Day
Day of Truth and Reconciliation	

22.100 When any of the above holidays fall on a Saturday or Sunday, such Holiday shall be observed on the following working day or as proclaimed by the Municipal, Provincial or Federal Government as a Holiday. All hours worked on these days shall be paid at the rate of double time.

22.101 Should any statutory holiday in addition to those listed in Clause 22.000 be proclaimed by the Provincial or Federal Governments, then such a holiday shall be recognized in the same manner as those listed.

22.200 Where Local 527 members are working in conjunction with employees of an Industrial Plant and it is for the benefit of Local 527 members to adjust the Applicable Holiday period, the Employer will notify the Union Office for mutual agreement in writing.

ARTICLE 23.000 - PAY FOR VACATION AND STATUTORY HOLIDAYS

23.100 The Employer agrees that the employees covered by this Agreement shall be permitted to take three (3) weeks' vacation yearly, exclusive of Statutory Holidays providing that a minimum of four (4) weeks' notice is given by the employee to the Employer. Any variance to this procedure will be by mutual agreement between the Employer and the employee.

23.200 Allowance for vacation pay will be paid at the rate of four (4) percent of the employee's gross wages. Allowance for Statutory Holidays will be paid at the rate of six (6) percent of the employee's gross wages. Pay for vacation and statutory holiday shall be paid weekly at the rate outlined.

23.300 Vacation and Statutory Allowances shall be clearly indicated on the employee's E.I. Record of Employment form.

ARTICLE 24.000 - WELFARE FUND

24.100 There shall be a Welfare Benefit Trust known as the Local Union 527 Employee Benefit Trust and it shall be paid in accordance with the rates published and set out in the corresponding wage schedules in the appendix of the current ICI Agreement that the work is being performed.

ARTICLE 25.000 - PENSION FUND

25.100 There shall be a Pension Fund known as the Local 527 Pension Plan and it shall be paid in accordance with the rates published and set out in the corresponding wage schedules in the appendix of the current ICI Agreement that the work is being performed.

ARTICLE 26.000 - TRAINING FUND

26.100 There shall be a fund known as the Local 527 Training Fund and it shall be paid in accordance with the rates published and set out in the corresponding wage schedules in the appendix of the current ICI Agreement that the work is being performed.

ARTICLE 27.000 - SUPPLEMENTARY UNEMPLOYMENT BENEFITS (SUB)

27.100 There shall be a fund known as the Supplementary Unemployment Benefits Fund (SUB) and it shall be paid in accordance with the rates published and set out in the corresponding wage schedules in the appendix of the current ICI Agreement that the work is being performed.

ARTICLE 28.000 - ONTARIO PIPE TRADES PROMOTION FUND

28.100 There shall be a fund known as the Ontario Pipe Trades Promotion Fund and it shall be paid in accordance with the rates published and set out in the corresponding wage schedules in the appendix of the current ICI Agreement that the work is being performed.

ARTICLE 29.000 - STABILIZATION FUND

29.100 There shall be a fund known as the Stabilization Fund and it shall be paid in accordance with the rates published and set out in the corresponding wage schedules in the appendix of the current ICI Agreement that the work is being performed.

ARTICLE 30.000 - SUPPLEMENTAL FIELD DUES

30.100 There shall be a fund known as Supplemental Field Dues and it shall be paid in accordance with the rates published and set out in the corresponding wage schedules in the appendix of the current ICI Agreement that the work is being performed.

ARTICLE 31.000 - CONTINGENCY FUND

31.100 There shall be a fund known as the Contingency Fund and it shall be paid in accordance with the rates published and set out in the corresponding wage schedules in the appendix of the current ICI Agreement that the work is being performed.

ARTICLE 32.000 - INDUSTRY FUND

32.100 There shall be a fund known as the Industry Fund and it shall be paid in accordance with the rates published and set out in the corresponding wage schedules in the appendix of the current ICI Agreement that the work is being performed.

ARTICLE 33.000 - HOURS OF WORK

33.100 Eight hours per day shall constitute a standard workday between the hours of 8:00 a.m. and 4:30 p.m plus or minus (+/- one (1) hour on start time. Forty (40) hours per week shall constitute a week's work, Monday to Friday inclusive. The noon lunch period will be one-half hour and maybe staggered one hour either way to accommodate production schedules and emergencies. Any other variation in the aforesaid shall be by mutual agreement in writing by employer and union.

ARTICLE 34.00 - OVERTIME

34.100 All time worked after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturdays, Sundays and recognized holidays, as listed in Article 22.000 of this Agreement shall be paid for at overtime rates as follows:

34.101 Time and one-half (1½) the hourly base rate for the first four (4) hours worked continuous with the regular workday Monday through Friday and/or the first eight (8) hours on Saturday.

34.102 Double (2) the hourly base rate after the first four (4) hours of overtime, Monday through Friday, and/or after the first eight (8) hours on Saturday, as well as Sundays and recognized holidays

ARTICLE 35.000 - SHIFT CONDITIONS

35.100 When work cannot be performed during the regular scheduled hours of work as set out in Article 33.000, such work may be performed at the mutual consent in writing by the Union and the Employer on an afternoon (second shift) or evening (third shift) shift as required.

35.101 If continuous shift work becomes necessary, shift work must be worked for at least three (3) consecutive workdays. These may be based on consecutive regular workdays, weekends or holidays, providing the applicable weekend and or holiday premiums are paid.

35.102 The first shift shall receive pay for all hours worked at the applicable rate of pay and shall be one that starts between 7:00am and 8:00 a.m.

35.103 The second shift shall receive pay for all hours worked plus a premium of twelve (12) percent of the base rate. The second shift shall be one that starts after 9:00 a.m. and before 7:00 p.m.

35.104 The third shift shall receive pay for all hours worked plus a premium of twenty (20) percent of the base rate. The third shift shall be one that starts at or after 7:00 p.m. and before 2:00 a.m.

35.105 All hours in excess of the regular shift hours shall be paid at prescribed overtime rates as outlined in Article 34.000 plus applicable premiums as outlined in Articles 35.103 and 35.104.

35.106 Should a second or third shift not continue for at least three (3) consecutive days and an employee is laid off as a result. The employee shall receive four (4) hours straight time pay compensation for the cancelled shift.

35.200 A one-half hour lunch period will be allowed during each eight (8) hour shift, no later than five (5) hours after the start of the shift.

35.300 For purposes of this Agreement, Saturday begins at 7:00 a.m. Saturday, and Sunday ends at 7:00 a.m. Monday.

35.400 When an employee is advised, prior to their coming to work, that they will work a specific number of overtime hours, they shall provide their own meal for their first meal break beyond their regular eight (8) hour shift. Subsequent meals will be provided by the Employer as near regular four (4) hour intervals as possible

35.500 When an employee is requested to work overtime without receiving notice prior to arriving to work, they will receive a free meal provided they work more than two (2) hours overtime. Subsequent meals will be provided by the Employer as near regular four (4) hour intervals as possible. The meal break after regular day will normally be 5:30 p.m. and subsequent meal breaks each four (4) hours thereafter. However, it will be the prerogative of the Employer, in conjunction with the Job Steward to arrange meal breaks for efficiency and convenience of the job.

35.501 When shift schedules are to be changed, such employees will be given twenty-four (24) hours advance notice and, if less than twenty-four (24) hours advance notice is given, the first shift worked on the new schedule will be paid at time and one-half (1½) the straight time base rate.

35.502 When shift schedules are being revised to return the employee to their normal work schedule, the twenty-four (24) hours advance notice will not apply. In place, the employee must be notified at the start of their shift, that they are to return to their normal work schedule and they must have an eight (8) hour break, or rest period between the completion of their shift and the start of their normal work schedule. In the situation where the eight (8) hour break or rest period does not allow them to return to work at the normal starting time, the provisions of Article 38.000 on minimum pay and reporting time apply.

ARTICLE 36.000 - SHIFT STARTING TIME

By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purposes of this Article, the standard workday of eight (8) hours for the job or portion thereof to which any change of starting times applies shall begin with such agreed starting time.

ARTICLE 37.000 - WORK BREAK

- 37.100** A work break not exceeding ten (10) minutes may be taken by an employee once in each half of a shift and at commencement of overtime, when time off for a meal is not taken.
- 37.200** The Employer or Foreman will arrange the time of the work break and/or meal break, pursuant to Articles 33.100 & 35.200.
- 37.300** If the work break interferes with the progress of the work, the break may be staggered so that all employees will not be stopped at the same time.
- 37.400** Employees will only be permitted to smoke off site during the course of the scheduled work breaks or lunch periods as prescribed. Abuses of this clause will be just cause for discipline. As per Smoke Free Ontario Act, s.o. 1994, c.10.

ARTICLE 38.000 - MINIMUM PAY AND REPORTING TIME

- 38.100** An employee who reports for work on schedule and is informed that no work is available, shall be paid two (2) hours at his applicable rate and all other applicable benefits. They may, however, be required to perform other work of their trade as directed by the Employer or its representative.
- 38.200** An employee who reports for work, at the time and place requested by the Employer, with a referral slip from Local 527, and is capable of starting work, but is not hired, shall be paid four (4) hours pay at the regular rate.
- 38.300** An employee who decides to absent themselves from work is required to notify their employer that they will not be reporting for work that day. Also, they shall advise their employer when they expect to return to work.

ARTICLE 39.000 - TRAVEL ALLOWANCE

- 39.100** During the term of this Agreement, no subsistence, travel allowance, mileage or pay for travel time will be paid to any employee covered by the terms of this Agreement, save and except where employees are transferring from one location to another location on the same workday, they shall be paid for time traveled plus seventy-eight (\$0.78) cents per kilometer as of May 1, 2025 – April 30, 2028. The employer shall not be required to provide travel allowance from one location to another as described under this Article if an employer owned vehicle is provided.

ARTICLE 40.000 - BILL 162

- 40.100** There shall be a fund known as Bill 162 and it shall be paid in accordance with the rates published and set out in the corresponding wage schedules in the appendix of the current ICI Agreement that the work is being performed.

ARTICLE 41.000 - DENOVO

41.100 There shall be a fund known as De Novo and it shall be paid in accordance with the rates published and set out in the corresponding wage schedules in the appendix of the current ICI Agreement that the work is being performed.

ARTICLE 42.000 - NATIONAL ORGANIZING FUND

42.100 There shall be a fund known as the National Organizing Fund and it shall be paid in accordance with the rates published and set out in the corresponding wage schedules in the appendix of the current ICI Agreement that the work is being performed.

ARTICLE 43.000 - DURATION OF AGREEMENT

43.100 The agreement shall become effective upon execution thereof by both parties hereto and shall come into effect as of May 1, 2025

43.200 Should either party hereto desire to make at the conclusion of this Agreement, a different Agreement in substitution hereto, that party agrees to give the other party no more than sixty (60) days' and no less than thirty (30) days' notice in writing, to terminate this Agreement.

43.300 Provided that no such notice is given in the time by either party, this Agreement shall remain in force from year to year until such time as notice is given as herein provided.

43.400 Subject to Article 42.300, this agreement shall expire on April 30, 2028.

MECHANICAL CONTRACTORS
ASSOCIATION OF LONDON
ZONE 6

Jan Robb

LOCAL 527 OF THE UNITED
ASSOCIATION OF JOURNEYMAN
AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING
INDUSTRY OF THE UNITED STATES
AND CANADA

MECHANICAL CONTRACTORS
ASSOCIATION OF KITCHENER - WATERLOO
ZONE 7

Tom

[Signature]