

**APPENDIX 5
ZONE 5 SARNIA - LOCAL UNION 663
WAGE SCHEDULES**

Effective Dates	May 1/16	May 1/17	May 1/18
Basic Rate	43.24	44.19	45.15
Vacation Pay 10%	5.19	5.30	5.42
Welfare	3.75	3.75	3.75
Pension	7.50	7.50	7.50
Training	0.50	0.50	0.50
National Organizing Fund	incl.	incl.	incl.
S.U.B.			
Article 23	0.10	0.10	0.10
Article 30	0.03	0.03	0.03
De Novo (Article 34)	0.04	0.04	0.04
O.P.T.P.F. (Article 20)	incl.	incl.	incl.
OCS	incl.	incl.	incl.
Union Field Dues	incl.	incl.	incl.
Market Recovery Fund	0.15	0.15	0.15
TOTAL	60.50	61.56	62.64
Zone Association Fund	0.57	0.58	0.59
MIAC/WTF Funds	0.05	0.05	0.05
H&S Training Fund	0.50	0.50	0.50
TOTAL	61.62	62.69	63.78
After Tax Deductions:			
Union Field Dues	0.60	0.60	0.60
O.P.T.P.F.	0.26	0.26	0.26
OCS	0.01	0.01	0.01
Contingency Fund	0.05	0.05	0.05
National Organizing Fund	0.10	0.10	0.10

Local 663 have included in their Base Rate the "Ontario Pipe Trades Promotion Fund", "Union Field Dues", "OCS (Ontario Construction Secretariat) Fund", Contingency Fund and National Organizing Fund. After Tax the full amount of each fund is deducted from Base Rate and remitted in accordance with the local Appendix. The MIAC/WTF Funds are GST/HST taxable; GST/HST Registration number for these funds is: 124252065RT0001. * to be reviewed annually.

FOREMAN Area plus 20%, Foreman plus 15%, Working plus 10%; 12%, 8%, 6% respectively if the Foreman has not successfully completed the UA Foreman course.

WORK WEEK 40 hours

Article No.	Title	Schedule	Title
101	Hiring	A	Wages
102	Show-up Time	B	Vacation & Statutory Holiday Pay
103	Job Steward	C	Welfare Fund
104	Work Break	D	Pension Fund
105	Job Site Accommodation	E	Training Fund
106		F	
107		G	Industry Fund
108	Hours of Work	H	Union Field Dues and/or Promo. Fund
109	Overtime	I	Travel Allowance
110	Shift Work	J	Board Allowance
111	Foremen		
112	Apprentices		
113	Pipe Cutting Machines		
114	Commercial Irregular Working Hours		
115	Brass and Lead Work		

Article No.	Title	Schedule	Title
116	Height Pay		
117	Premium for Work on Flarestacks		
118	Premium for Work in Process Piping		
119	Parking Facilities		
120	Camp Facilities		
121	Temporary Layoff		
122	Market Recovery Fund		
123	Delinquency Control		
124	Health & Safety Training Fund		

Note: Numbered Articles and/or Schedules that are left blank are for standard reference only and do not apply to this Appendix.

**APPENDIX 5
ZONE 5 SARNIA - LOCAL UNION 663**

Article 101 HIRING

101.1 The Employer agrees that he will not hire anyone who is not a member of Local Union 663 for any work coming under the jurisdiction of U.A. and that no member of Local Union 663 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 card to men deemed qualified by the Employer until such time as there are Local Union 663 men available who are capable of doing the work required by the Employer.

101.2 Refer to Article 36 Re: Standard Provincial Hiring and Mobility provisions – which supersede any conflicting provisions in this Article 101.

Article 102 SHOW-UP TIME

Men reporting for work, unless they have been notified not to report for work before the completion of the previous shift, who are sent home for any cause shall be paid two (2) hours waiting time. Men must stay on the job during this time, and if conditions are such that work is resumed men must stay on the job to the end of the work period to be eligible for pay for same.

Article 103 STEWARDS

103.1 The Union may appoint and the Employer shall recognize Stewards.

103.2 The Steward that is appointed shall be a qualified Journeyman, capable of performing the regular work in accordance with the job or project requirements.

103.3 The Union will notify the Employer of the name of the Steward when the appointment becomes effective.

103.4 The Steward shall be recognized as the site or job representative of the Union, for his employer only, and no discrimination shall be shown against him for carrying out his union duties.

103.5 The Stewards shall assist, when required, in adjusting differences or misunderstandings which may arise out of the interpretation, application or alleged violation of this Agreement, as it applies to the work force of his employer.

103.6 A Steward will not unduly absent himself from his appointed work to investigate any complaints or alleged violations of this Agreement, and he shall confine his activities to matters involved only in the work of his employer on the site for which he has been appointed as Steward.

103.7 A Steward shall notify the Foreman on the job before absenting himself from his work area to perform these duties, and he shall report to the Foreman upon his return to his regular work.

103.8 The Association and the Union shall set up a course to train Stewards and supervisors on the trade jurisdiction and mechanics to settle job disputes.

103.9 Job Stewards shall be paid fifty (50) cents above Journeyman's rate when there are 35 or more men under him.

103.10 The Steward shall be one of the last two Journeymen on the job provided he is qualified at his trade and provided he is capable of doing the work.

103.11 The Steward shall be notified of all overtime on the project, both planned, and when practical, of an emergency nature, and shall be given the opportunity to receive a fair share of the overtime.

Article 104 COFFEE BREAKS

104.1 The Contractor shall permit a 10 minute break after each two (2) hours of work between regular and overtime meal breaks.

104.2 Upon prior notice to the Union and agreement between the Union and the Employer or the Union and the Mechanical Contractors Association of Sarnia on behalf of affected employers, where a scheduled ten (10) hour work day is established, the coffee breaks may either be three (3) breaks of ten (10) minutes each or two (2) breaks of fifteen (15) minutes each. Provided that the union receives notice prior to the establishment or implementation of two (2) breaks of fifteen minutes each, it may not withhold or refuse its agreement.

Article 105 JOB SITE ACCOMMODATION

When proper facilities are not already on the job it shall be the Employer's responsibility to see that proper lunchrooms, washroom and toilet facilities are available. Toilets to have running water and be heated where services are available.

Article 108 HOURS OF WORK

108.1 The regular working day (Monday to Friday inclusive) shall consist of eight (8) hours work between 8:00 a.m. and 4:30 p.m. with one half hour for lunch. All other hours worked in excess of the regular work week as stipulated shall be paid at double the regular time. Hours to be changed by mutual agreement.

108.2 After a man has worked his regular shift, and continues or is called back to work without an 8 hour break, then he will be paid over-time for all hours worked in excess of his regular shift.

108.3 Refer to Standard Article 33 regarding further flexibility in scheduling work hours; and Standard Article 39 regarding provision for forty hour work week on mutual agreement.

Article 109 OVERTIME

109.1 Overtime shall be paid at the rate of double time. Employees required to work more than two hours overtime shall be supplied a hot meal after two hours work and supplied a lunch every four hours thereafter at no cost or loss of time to the employee. The same meal conditions shall apply to the second and third shifts, except that employees working these shifts shall not be docked for lunch break. Employees working Saturday, Sunday and Statutory Holidays will be docked one-half hour for their noon lunch break. If they work beyond 4:30 p.m. then the above noted hot meal/lunch provisions will apply.

109.2 The meal requirement noted in 109.1 shall not apply to foremen who are working ten (10) hour shifts and who are required to report for work up to one (1) hour prior to their crews arriving at the site or are required to remain on the job up to one (1) hour after their crews have left the site.

Article 110 SHIFT WORK

110.1 If shiftwork should become necessary, in addition to the regular hours of work, one full additional shift must be worked in each 24 hour period. Shiftwork must be worked for at least four (4) consecutive work days. These may be based on consecutive regular work days, weekends or holidays, providing the applicable weekend and/or holiday premiums are paid. Refer to Standard Article 32 regarding special condition hours of work.

110.2 Monday through Friday: A shift commencing at 8:00 a.m. shall work the regular hours for 8 hours pay. A shift commencing any time after 8:00 a.m. and prior to 8:00 p.m. shall work seven hours for 8 hours pay. A shift commencing any time between 8:00 p.m. and 2:00 a.m. shall work six hours for 8 hours pay. Men working on the second and third shift shall not be docked for lunch break. Hourly rates mentioned herein shall mean single time. No workman shall work more than one shift in any 24 hour period under the conditions of this section. For the purpose of this clause only Saturday will begin at 8:00 a.m. Saturday morning and Sunday will end at 8:00 a.m. Monday morning. In the event work is commenced on Saturday prior to 8:00 a.m. then double time will apply.

110.3 Men who are called to fill a shift who do not complete four full shifts to be paid regular overtime rates for all time worked. Employees who quit of their own volition or are discharged for cause shall be paid at the regular shift rate.

Article 111 FOREMAN

111.1 Foreman shall mean a qualified Journeyman who is elevated by an employer in view of his ability to accept responsibility. The Employer may have the exclusive right to appoint Foremen at the Foreman's rate and may revert a Foreman to a Journeyman's rate at the Employer's sole discretion.

111.2 When there are 2 Foremen on the job, one will be appointed Area Foreman at Area Foreman's rate of pay; but will also act as a Foreman until 2 full crews are established. Then one Area Foreman shall be appointed. One Area Foreman will be appointed for every 3 Foremen thereafter. When there are more than five (5) journeymen on the job the foreman will not be permitted to work with the tools.

111.3 On major construction projects should a welding co-ordinator or inspector be appointed he shall be a qualified welder of Local 663 and shall not be paid less than Foreman's rate of pay.

Article 112 APPRENTICES

112.1 The Employer and the Union agree to fully support and implement the provisions and intent of the Ontario Apprenticeship Act and to be governed by the terms of this Act except as modified by this Agreement. (See Schedule 'A')

112.2 The Sarnia and District Steamfitters and Plumbers Apprenticeship Council shall be composed of three (3) representatives of the Employers and three (3) representatives of the Union.

112.3 One Apprentice only is to be allowed on any job to each branch of the trade, except, where there are more than three Journeymen Plumbers or three Journeymen Steamfitters employed, and then one additional Apprentice may be allowed to each additional three Journeymen Steamfitters or Plumbers.

Article 113 PIPE CUTTING MACHINES

All pipe-cutting machines on the job shall be operated by members of Local Union 663 or indentured Apprentices.

Article 114 COMMERCIAL IRREGULAR WORKING HOURS

114.1 The normal starting and quitting times may be varied when required by the terms of the employer's contract when the work required to be done is in occupied premises. When these conditions apply, eight (8) continuous working hours per day shall be worked.

114.2 Any work performed under these conditions, outside the regular working hours of 8:00 a.m. to 4:30 p.m. shall be paid for at the regular hourly rate of pay, plus \$1.00 per hour, for each hour worked save and except when overtime rates apply.

114.3 All overtime work of any emergency repair nature where life may be endangered or property damaged, service shall be done at the regular rate of pay up to two hours, and if the work takes less than one hour and if it is necessary to call a workman from his home, he shall be paid for the traveling time to and from his home. In finishing up a repair job on regular working days, if to finish will not take more than one hour's time, it will be done at the regular rate of wages.

Article 115 BRASS AND LEAD WORK

Pertaining to the Pipe Fitting Industry, all brasswork to be tinned by members of Local 663. All lead burning and sheet lead work on the job site as pertaining to the Plumbing and Pipefitting Industry, to be done by members of Local Union 663.

Article 116 HEIGHT PAY

Members of Local Union 663 required to work any height over one hundred feet (100') where men have to work from platforms, catwalks, or scaffolds shall receive fifty (50) cents per hour over the regular hourly rate. This premium will not be paid when working on buildings or structures when permanent floors are installed.

All suspended basket work to be paid at the rate of \$1.00 per hour above base rate, other than work on flarestacks.

Article 117 PREMIUM FOR WORK ON FLARESTACKS

Work on flarestacks where fireproof clothing and air packs are required shall be paid for at a premium of \$6.00 for each hour worked, to apply only to those men actually up the flarestack. Work on flarestacks where fireproof clothing and air packs are not required shall be paid for at a premium of \$3.00 for each hour worked, to apply only to those men actually up the flarestack.

Article 118 PREMIUM FOR WORK IN PROCESS PIPING THAT HAS BEEN IN OPERATION

A premium of \$1.00 for each hour worked will be paid to men required to work inside process piping that has previously been in operation. This premium will apply only to the men required to work inside such pipe.

Article 119 PARKING FACILITIES

When parking lot becomes an issue on a job site because of location to said job site, the Company and the Union Representatives will negotiate walking time. Each problem to be handled on its own merit.

Article 120 CAMP FACILITIES

In the event that a job requires camp facilities, prior to construction of a camp to be occupied by Building Tradesmen, the responsible authority will first submit plans, in duplicate, to the Joint Council for approval. Such approval or rejection shall be given within fifteen days of application. The Joint Council being the established council of Sarnia Building Trades and the Sarnia Construction Association.

Article 121 TEMPORARY LAY-OFF

121.1 It is agreed that an Employer may place employees on temporary layoff not to exceed three (3) continuous weeks.

121.2 Employees who may be placed on temporary layoff by the employer beyond the three (3) week period and to whom the provisions above do not apply include:

1. Anyone over classification of foreman.
2. Core employees being thirty five (35) percent of the employers' total ICI Manhours worked for the previous calendar year divided by 2,000 hours.
It is agreed that this core number may be changed by mutual agreement between the employer and union.
3. The core number shall not be less than three (3) men per employer.

121.3 Temporary layoffs caused by suspension of work by an Owner shall not be included in computing the three (3) week period noted in Article 121.1 above.

Article 122 MARKET RECOVERY FUND

122.1 Each Employer shall contribute the sum of \$0.15 out of the total package for each hour earned by each journeyman on the employers payroll working under the terms of the Agreement to the Local Union 663 Market Recovery Fund. Contributions made on behalf of apprentices shall be pro-rated.

122.2 These contributions shall be payable to the Local Union 663, Market Recovery Fund on separate cheque and remitted monthly along with the welfare, pension and training fund contributions.

122.3 This fund is established to improve the employers competitiveness by providing subsidies to all employers bound by this agreement without discrimination and in equal amounts on targeted jobs where there is non-union competition.

122.4 This fund shall be administered by the union in its discretion and the union agrees to hold harmless the Association and the employer from any liabilities resulting from making payment into such fund.

122.5 Any employer desiring to apply for subsidy on a targeted job may obtain details of the procedures to be followed as agreed upon by the union and the MCA Samia from U.A. Local Union 663.

Article 123 DELINQUENCY CONTROL

123.1 All employer contributions and union deductions shall be remitted by the fifteenth (15th) day of the month following the month for which contributions and deductions were made to the administrator of LU 663 funds together with supporting information on a form as designated by LU 663 and MCAS. At no time shall the contributions, deductions, allowances and/or remittances be paid directly to the employee. If an employer does not have any employees in his employ, he shall submit a nil report in accordance with the above. The nil report shall only be required for the first month when no employees are working in subsequent months.

123.2 In the event, the employer fails to forward or deliver contributions and/or deductions with supporting information in accordance with 123.1 above, the employer shall pay liquidated damages of two (2%) percent of the arrears for each month or part thereof from the due date provided the employer has received ten (10) days prior written notice from the union to correct such delinquency and had not done so.

123.3 Where the Association and the Union agree that a contractor is continually delinquent and there is reasonable cause, the Administrator of the Trust may appoint an independent chartered accountant to enter the Employer's premises during regular business hours to perform an audit of the Employer's payroll records, only with respect to Employer remittances due to the Administrator, or, at the option of the Employer, he shall direct his Chartered Accountant to provide a certified audited statement in reply to questions submitted by the Administrator in this regard.

All fees and costs in connection with the Administrator appointed Auditors shall be borne by the applicable trust fund.

Where an Employer opts to direct his Chartered Accountant to provide a certified Audited Statement, the cost of such audit shall be borne by said Employer.

Where the audit reveals that the Employer has failed to remit contributions and /or deductions in accordance with this Agreement, the employer shall within ten (10) days of receipt of written notice from Administrator forward or deliver all outstanding contributions and/or deductions, plus any penalties with completed supporting information to the Administrator. In addition to the above, should the audit reveal a deliberate violation, the Trustee's may assess a penalty up to but not to exceed \$25,000.00.

123.4 Where the Union and the Association deem an employer to be a repeated delinquent in remitting contributions and /or deductions, the Trustees may require the employer to post a bond, letter of credit and /or other security acceptable to the Trustees in an amount determined by the Trustees and not to exceed the sum of ten thousand (\$10,000.00) dollars for each fund and/or plan to which the employer is required to make contributions, deductions or payment to be held in Trust by the Trustees for a period determined by the Trustees. Any arrears in Fund contributions, and/or deductions including liquidated damages may be drawn against the bond and/or other security acceptable to the Trustees.

Article 124 HEALTH & SAFETY TRAINING FUND

124.1 Each employer party to and working under the terms and conditions of Appendix 5 – Sarnia Schedule of the ICI Agreement shall contribute fifty (\$0.50) cents for each hour earned to this fund. Thereafter, the contribution shall be as otherwise agreed by the trustees.

124.2 To assist in the initial startup of the fund, MCAS agrees to provide bridge financing (to be repaid by the fund) up to a maximum total of one hundred thousand (~~\$ 100,000.00~~) dollars. This financing shall be made available when notice is received from the trustees that supplemental payments are required to cover costs. The parties (UA and MCAS) agree to review the hourly rate on an annual basis, for the duration of the Agreement, to determine if additional funding is required to fund payment of safety training as determined and recommended by the trustees.

124.3 The parties agree to establish a jointly trustee fund (administered by the union) whose intent and purpose would be to ensure that all UA tradespersons have required IEC safety training or other training as determined by the trustees prior to reporting for work.

124.4 The training requirements as established by the trustees shall be paid for by the newly created fund. The fund shall reimburse tradespersons for training as agreed to by the trustees. Cost of IEC will also be paid by the fund.

124.5 It is further agreed that such training as agreed to by the trustees shall be considered a condition of employment.

124.6 In consideration of the foregoing, it is agreed that the fund shall initially begin training tradespersons to the IEC Basic Safety Orientation Program (BSO) and to Fall Arrest in the first six (6) months following the implementation of this Agreement. Thereafter, the fund shall assume cost of providing all safety training on a schedule agreed to by the trustees. All costs (wages and IEC costs) paid for from the fund.

124.7 In further consideration of the above, the parties agree to establish a Trust by finalizing trust document requirements as soon as possible following the renewal of this Agreement. The trust shall be joint with each organization appointing three (3) trustees.

**SCHEDULES
WAGES**

A

Hourly Rate	Vac. Pay	Stat. Holiday	Welfare	Pension	Article 30	Other	Total Pkg.
Effective May 1, 2016							
\$43.24	7% (\$3.03)	5% (\$2.16)	\$3.75	\$7.50	\$ 03	\$.79	\$60.50
Effective May 1, 2017							
\$44.19	7% (\$3.09)	5% (\$2.21)	\$3.75	\$7.50	\$.03	\$.79	\$61.56
Effective May 1, 2018							
\$45.15	7% (\$3.16)	5% (\$2.26)	\$3.75	\$7.50	\$.03	\$.79	\$62.64

2. (a) Foreman's Rate above Journeyman's Rate shall be as follows (where the Foreman has successfully completed the UA Foreman Course):

Effective	May 1/16	May 1/17	May 1/18
Area Foreman	\$51.89	\$53.03	\$54.18
Foreman	\$49.73	\$50.82	\$51.92
Working Foreman	\$47.56	\$48.61	\$49.67

2. (b) Foreman's Rate above Journeyman's Rate shall be as follows (where the Foreman has not successfully completed the UA Foreman Course):

Effective	May 1/16	May 1/17	May 1/18
Area Foreman	\$48.43	\$49.49	\$50.57
Foreman	\$46.70	\$47.73	\$48.76
Working Foreman	\$45.83	\$46.84	\$47.86

3. Apprentices:

1st term	50% of Base Rate
2nd term	60% of Base Rate
3rd term	70% of Base Rate
4th term	80% of Base Rate
5th term	90% of Base Rate

Refer to Standard Article 35 for additional information regarding Apprentice Wages and Benefits.

B

VACATION PAY

Vacation with pay rates shall be 7% and shall be in addition to the hourly rates. See Article 6.4 page 6 for payment method.

STATUTORY HOLIDAYS

Five percent (5%) of man's hourly rate shall be paid in lieu of Statutory Holidays and shall be added weekly to his pay cheque, amount to be shown on pay stub.

C

WELFARE

The employer shall contribute \$3.75 per hour for straight time hours; \$7.50 for overtime hours to the Administrator of Local Union 663's Health and Welfare Plan for each employee on his payroll working under the terms of the Agreement. These contributions shall be sent to the Administrator monthly.

Refer to Article 30 for additional contribution related to continuation of benefits.

D

PENSION

The employer shall contribute \$7.50 per hour to the Administrators of Local Union 663 Pension Plan for each employee on his payroll under the terms of this Agreement. These contributions shall be sent to the Administrator monthly and shall be sent on a form separate from the Welfare Plan. All pension contributions to be held for employees on bank hour system. The hourly contributions for all overtime worked shall be \$15.00 per hour.

E TRAINING FUND

The Employer of Local 663 people shall contribute 50 cents for straight time hours and \$1.00 for double time hours worked to the administrator of Local 663 Health and Welfare Fund to be deposited in an account set up and controlled by a Joint Board equal in members of employers and Local 663 members for the training and upgrading of Local Union 663 members and Apprentices. Refer to Standard Article 23 for additional Training Fund.

All cheques paid out of this fund shall have to be authorized by the Joint Conference Board and each cheque shall be signed by at least one employer and one union member of the Joint Conference Board.

The signing parties shall be those designated from time to time by the Joint Conference Board.

G INDUSTRY FUND

The employer of Local 663 people shall contribute 57 cents per hour; 58 cents per hour effective May 1, 2017; 59 cents per hour effective May 1, 2018 for straight time; and \$1.14; \$1.16; \$1.18 respectively per double time hours worked. These amounts to be deposited in an account set up and controlled by the Mechanical Contractors Association of Sarnia. All contributions made to this fund shall be used exclusively for the promotion, expansion and protection of the Plumbing and Pipefitting Industry and at no time may any of the contributions be used in any way to the detriment of the Union or any of its members.

I SARNIA TRAVEL CLAUSE

Travel Time - men working when requested to work shall receive the following travel allowance, unless transportation is supplied by the employer on the employers' time:

Zone 1. - Free zone shall be defined as the City of Sarnia and Point Edward, East of the St. Clair River, South to the first Sombra Township Road South of Terra International (Canada) Inc. then Easterly to Highway #21 and North on Highway #21 to the Junction of Highway #402 and #21, then North to Lake Huron on Plympton Sideroad #15.

Zone 2. - Remainder of Lambton County, travel allowance shall be paid from the boundary of the free travel zone to the job and return to the free travel zone boundary at 62 cents per km.

Refer to Article 37 Re: the Standard Provincial Travel Free Zone – which supersedes this Schedule, where in conflict.

J BOARD ALLOWANCE

Members of Local Union 663 working outside of Lambton County shall be paid regular rate of wages as set out in this agreement. Time traveling to and from work shall be paid at single time up to a maximum of eight (8) hours per day. Board allowance shall be at the rate of \$67.08 while out of town. If men leave the job on their own volition within 90 calendar days, transportation and traveling time returning to Sarnia may be withheld. The cost of transportation to and from the job but not travel time shall be paid to the employee by the Employer every six weeks.