

April 28, 2025

To: All Members Working Under the ICI Agreement in Ontario

Subject: Recommendation to Accept the Offer of Settlement – ICI Sector

Dear Sisters and Brothers,

On behalf of the Ontario Pipe Trades Council's Bargaining Committee, I am writing to inform you that after months of dedicated negotiations, we have reached a tentative agreement with the Mechanical Contractors Association of Ontario (MCAO) for the Industrial, Commercial, and Institutional (ICI) sector.

This offer of settlement represents meaningful progress on key issues identified by the membership. It includes significant improvements in collective agreement language and a competitive wage increase package designed to protect and enhance your standard of living while strengthening our position in the broader construction industry.

We strongly encourage every member to thoroughly read and carefully consider the full details of this offer. It reflects not only the priorities you shared with us, but also the strength and unity of our craft across the province.

Both your Bargaining Committee and the Steering Committee have unanimously endorsed this agreement and are recommending its acceptance.

We believe this is a fair and forward-looking agreement that positions us well for the years ahead.

In solidarity,



John Graham
Chair, Bargaining Committee
Ontario Pipe Trades Council

24 April 2025

**Offer of Settlement
Between
The Mechanical Contractors Association of Ontario
and
The Ontario Pipe Trades Council**

for renewal of the Ontario Provincial ICI Collective Agreement

1) Effective Dates of New Agreement

- Effective May 1, 2025; through April 30, 2028

(Agreed)

2) Local Appendices Discussions

- The results of all Local Appendices Discussions (as jointly signed off on by MCAO and the OPTC), are to be incorporated in the collective agreement

(Agreed)

3) Article 5 - Payment of Wages

Proposed change to Article 5.1: addition

“In the event that an employee's pay is short four (4) or more hours of pay, a separate pay to address this shortfall will be processed within two (2) business days of the shortfall being brought to the attention of the employer.”

(Agreed)

4) Article 17.1 – Grievance Procedure

STEP 1 – The employee having a grievance shall submit the matter to the Contractors' Representative at the job, not later than two (2) regular working days after they were aware of the difference. This time limit does not apply to grievances regarding outstanding, delinquent or late remittances, contributions or deductions. An answer to the grievance shall be given by the Contractor's Representative to the employee within **two (2)** regular working days. If a satisfactory settlement is not reached within the time limit prescribed the matter shall be referred to Step Two (2).

(Agreed)

5) Article 17.2 – Grievance Procedure

Proposed change: last sentence to read:

“Any time limits stipulated in this Article may be extended by mutual agreement of the parties in writing, **which agreement shall not be unreasonably withheld.**”

(Agreed)

6) Article 17.3 - Grievance Procedure

Proposed change:

“Any grievance submitted by the employee, the Union, the Zone Association or the Contractor, that has not been carried through Article 17- Grievance Procedure Clauses and in accordance with the time limits specified, or mutually agreed to (**which agreement shall not be unreasonably withheld**), will be deemed to have been settled satisfactorily by the parties of the grievance.”

(Agreed)

7) Article 21 – Welders Qualifications and Testing

Proposed change: 21.1 – wording change in last sentence:

Contractors requesting welders from the Union shall make known the type of welding that is required. The welders requested shall show adequate proof to the Contractor of previous experience, prior to testing, for the type of welding to be performed, or no remuneration shall be required. Welders tested to procedures other than **the one stipulated by the Zone**, shall be paid from the time of hire to completion of test at the regular rate of pay including all applicable benefits.

(Agreed)

Proposed change: article 21.4

With respect to tests conducted, on welders for qualification to the **procedure specifically identified by the zone**, recognized by the Technical Standards and Safety Authority (TSSA), the following shall apply:

a) Where available and convenient, such tests will normally be conducted at the Local Union facilities. The Contractor may, however, have tests conducted on the jobsite or at the designated Contractor shop.

b) Employed welders shall be paid by the Contractor at the regular rate of pay, including all applicable benefits, for the successful completion of a qualification test on the noted **zone-specific procedure**.

c) Unemployed welders shall be paid a total of **\$200.00** for a qualification test successfully completed on the noted **zone specific procedure**. The welder will be entitled to receive this pay from the first Contractor that hires the welder. When hired, the welder is to submit written verification to the Contractor (from the Local Union) that such test was conducted while unemployed. The Contractor shall thereafter be reimbursed by MTBC for this payment. The Local Union will make every effort to keep the Tickets of all unemployed welders fully updated with respect to the **zone-specific procedure**, where the individual welder has normally been required to work to this procedure by contractors in the past. The number of unemployed welders tested to this carbon steel procedure will be determined by the Local Union based on expected future welder demand; and is subject to future joint review by MTBC and the OPTC.

d) Costs related to Test Facilities and Materials, in relation to the noted **zone-specific procedure** tests conducted by the Local Union (on both Employed and Unemployed Welders), shall be covered by the Local Union; and reimbursed to the Local Union at **\$200.00** per test successfully completed. TSSA Fees for conducting all tests to this Procedure (on both Employed and Unemployed Welders) shall be paid by MTBC directly to the TSSA. When requested by a contractor to supply a CWB welder, the local union will be reimbursed **\$200.00** for the CWB successfully completed test by the WTF.

e) All Welders will normally have their ticket update testing **the zone-specific procedure** conducted during the month of their birthday; in each year during which an upgrade test is required by the TSSA (ie. annually or otherwise).

ADD:

All expenses for CWB qualifications (fees, consumables, etc) shall be paid for by the Employer.

(Agreed)

Article 24 - Fabrication

24.1 All piping machines, whether power or manually operated, which are required to perform piping fabrication work on the job or Contractor's fabrication location, shall be operated by members of the Union. All pipe work installed by the contractor on the job site shall be cut and fabricated by employees who are members of the United Association. Contractors who fabricate piping off the job site shall register the fabrication location with the Union and shall utilize employees who are members of the United Association to perform the work under the terms and conditions of this agreement. The above shall not be deemed to include regular items of self-contained packaged equipment, with associated integral piping normally listed in manufacturers' catalogues.

Piping and/or piping related components which are designed, cut and/or fabricated in accordance with specifications provided by the customer or engineer, or selected on behalf of a contractor shall not be considered as "regular items of self-contained packaged equipment, with associated integral piping normally listed in manufacturers' catalogues" nor shall such components be considered to be or as part of "regular items of self-contained packaged equipment, with associated integral piping normally listed in manufacturers' catalogues".

For greater clarity, loose shipped fabricated piping and associated components (such as brackets, hangers, etc) which are provided by an Original Equipment Manufacturer as part of a registered or factory designed packaged system, such as, but not limited to large knocked down chillers and boilers, shall not be subject to the restrictions in 24.1.

24.2 Where the word "shop" is used in this section it shall be defined as a shop under agreement with the United Association or one of its Local Unions in the Province of Ontario.

wherein the fabricated materials are to be installed must comply with the following, prior to commencing fabrication (regular Union label shops need not comply with this requirement): "Notify Business Managers or Business Agents for the Union, in writing, on the company letterhead, where fabricating and where fabricated materials are to be installed".

24.4 Both the Union and employer acknowledge that exceptions may arise where the employer is required to install equipment such as skid mounted vessels, pumps, driers, exchangers, etc. Prior to commencement of this work, where the employer is required to install such components and if the matter cannot be mutually resolved between the employer and the union, it shall be immediately referred to the Provincial Joint Advisory Board for an immediate solution.

24.4.1 All header piping systems that interconnect boilers, chillers, pumps etc shall be fabricated by UA members.

All pump drops shall be fabricated by UA members.

24.5 Subject to existing jurisdictional agreement between trades, decisions of record, or established area practice, all brackets, hangers and pipe supports that are not specifically itemized and listed in a standard manufacturer's catalogue, are to be fabricated by members of the Union.

24.6 Notwithstanding the above provisions of Article 24, the following will apply with respect to Pipe Fabrication in Canada, effective May 1, 2010:

- 1.) Signatory Contractors working under the terms and conditions of Local or Provincial ICI collective agreements will have the right to pre-fabricate piping for any comfort heating and cooling in any of their facilities under agreement with the United Association.
- 2.) In any jurisdiction that has mandated mobility provisions (such as Ontario) in their agreement, the installing Contractor must provide to the local union Business Manager, where the piping is to be installed, an accurate assessment of the full-time equivalent of workforce performing the work in their shop and the mobility provisions will be reduced accordingly.
- 3.) Signatory Contractors working under the terms and conditions of Local or Provincial ICI collective agreements wishing to pre-fabricate plumbing (all sizes) will contact the local union Business Manager, where the plumbing is to be installed, and demonstrate the cost efficiencies for such fabrication and perform a similar assessment of full-time workforce equivalencies regarding mobility.

(Agreed)

8) Article 34 – De Novo
Proposed change:

Increase the commitment by three (3) cents from each party to reach a total of ten (10) cents per hour.

Move these amounts to below the negotiated wage package.

For purposes of Article 34 DeNovo in the Collective Agreement after 2008,
respectively five (5) cents employer/ five (5) cents employee contribution effective May 4, 2025.

(Agreed)

9) 35.2 – Apprentice Wages and Benefits

Upon successful completion of their exam and provided they have completed their Apprenticeship contract, the Apprentice shall receive journey person's wages effective upon date of notice to the contractor from the local union hall.

(Agreed)

10) 36 B.3 – Mobility

An Employer undertaking mechanical work within the geographic jurisdiction of a Local Union is permitted to transfer, from outside the geographic jurisdiction of the Local Union having jurisdiction over the job or project, 20% of the total bargaining unit employee workforce or 2 workers, whichever is greater, inclusive of forepersons, on each project, provided however that the transferred UA members/employees must register at the Local Union Office and be issued a Work Referral Card. Mobilized workers ratio's will be respected for the duration of the project.

(Agreed)

11) Article 36D - Hiring & Mobility

This replaces all current Recall clauses in local appendices except under maintenance in **Zones 1, 2 and 5. It is not effective for the standard recall in Zone 1.**

(Agreed)

12) Article 41-Funds Remittance Process/Penalties

Proposed change: 41.2 addition:

“Effective May 1, 2026 the Union shall have the right to require the employer to remit funds to the Administrator by electronic deposit and Employers will be given 60 days following notification by the union to comply.”

(Agreed)

13) Article 45 – Industrial Rope Access Work

Proposed change: additional wording:

“The following premium payment is “per hour earned,” for all UA personnel working as industrial rope access technicians performing any task assigned to him/her by the employer will be as follows:

*IRATA/SPRAT Certifications Effective the latter of May 1, 2019 or upon Ratification

Certified 30% above journeyperson basic rate

These premiums will be paid above the Journeyperson’s rate of pay in each Local where the work is being performed.

The UA member shall be dispatched identifying his/her current Level 1,2 or 3 IRATA/SPRAT Certification and follow the Local unions Out-of-Work List in accordance with the Local Union Referral Rules.

*The responsibility of training UA personnel to the IRATA/SPRAT Certification levels is the responsibility of the Union.

(Agreed)

14) Article 47 New Article

Any requirement under this Agreement for the Employer to provide information or documents to the employee, including for the purposes of Article 5.2 or 7.6, can be satisfied by delivery of either a hard copy of such information or documents to the employee or to an email address provided by the employee to the Employer for such purposes.

(Agreed)

For Clarification re: Article 47

From Article 5:

5.2 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. The statement shall also include the YTD (year to date) for all Health and Welfare and Pension hours contributions where the contractor has the ability to provide this via its established payroll system.

From Article 7:

7.6 The employee shall receive with the employee's pay, an "Employment Insurance Record of Employment" Form or an electronic reference number that is listed with Service Canada in a timely manner of three (3) days exclusive of Saturday, Sunday and recognized holidays. If not, a penalty of \$100.00 per business day to a maximum of five (5) days shall prevail. If it is mutually agreed between the Business Manager and Contractor that conditions beyond the control of the Contractor prevent the Employer from delivering this to the employee, then the penalty as pre-described will not apply. When this penalty applies, the penalty will be paid to the member and added to his/her wages.

15) Article M-Commercial or Institutional Construction or Service

Proposed change:

This Schedule shall be in effect until April 30, 2028 or until 30 days following the receipt, in writing, from either party, of a request for its termination. Upon such termination, the conditions of this Schedule shall continue to apply to all work bid prior to such termination and continuing in progress until such work is complete.

(Agreed)

16) Article N-Industrial Maintenance and Repair

Proposed change:

This Schedule shall be in effect until April 30, 2028 or until 30 days following the receipt, in writing, from either party, of a request for its termination. Upon such termination, the conditions of this Schedule shall continue to apply to all work bid prior to such termination and continuing in progress until such work is complete.

(Agreed)

17) Article D-Pension

Proposed change:

This arrangement is only in effect until April 30, 2028.

(Agreed)

18) All Letters of Understanding in Agreement

- To be renewed

(Agreed)

16) MONETARY

Wage Package:

Save and except Zones 10 and 11 (MCA Barrie and MCA Toronto respectively)

Effective May 1, 2025: (ie. Total Package per hour)	3.5 % increase per hour
Effective May 1, 2026: (ie. Total Package per hour)	3.2% increase per hour
Effective May 1, 2027: (ie. Total Package per hour)	3.0 % increase per hour

For Zones 10 and 11:

Effective May 1, 2025: (ie. Total Package per hour)	\$2 increase per hour
Effective May 1, 2026: (ie. Total Package per hour)	\$2 increase per hour
Effective May 1, 2027: (ie. Total Package per hour)	\$2 increase per hour

This is all inclusive; including all wages, benefits and vacation pay.

17) Ratification:

- To be completed by May 1, 2025
- The signatories hereto undertake to recommend to their respective principals, the ratification of this memorandum

(Agreed)

18) All other issues Status Quo (ie: as per current agreement)

(Agreed)

Letter of Understanding

Regarding Ongoing Proactive Training in the Pipe Trades

This Letter of Understanding serves to affirm our mutual commitment to maintaining the highest standards in the pipe trades through ongoing, proactive training. We recognize that the quality, safety and efficiency of installation and maintenance practices are directly influenced by the level of knowledge and skill possessed by tradespeople.

To ensure that all professionals in the pipe trades remain informed of current codes, industry advancements and best practices, we agree to support and participate in continuous training initiatives. This includes, but is not limited to:

- Regular updates on local, provincial and national plumbing and mechanical codes
- Training on new tools, technologies, and materials used in pipe systems
- Safety protocols and procedures relevant to both installation and maintenance tasks
- Manufacturer-certified training programs where applicable
- Participation in industry seminars, workshops and certifications
- Members shall be trained on all types of pipe joint methods

This proactive approach to training is essential in assuring that all work performed is not only compliant with regulations but also aligned with modern industry standards. It also supports the professional development of tradespeople, reinforces public confidence in our services and helps to reduce costly rework or safety incidents.

We acknowledge the shared responsibility between employers, unions, training providers and tradespeople themselves in fostering a culture of continuous learning and improvement. A committee of contractors and UA will be assembled within 90 days of the new agreement. Training standards will be developed and implemented by April 30, 2026.

This Letter of Understanding reflects our commitment to excellence in the pipe trades now and into the future.

ICI NEGOTIATIONS 2025

Between UA Local 628 & MCATB

Final Draft to be signed March 6 2025

Current Language

101.2 When a member first reports to work for a contractor he/she within 5 regular working days give the contractor or his/her representative his/her social insurance number.

New language

101.2 When a member first reports to work for a contractor he/she ~~within 5 regular working days give the contractor or his/her representative his/her social insurance number.~~ shall upon hire provide the following;

- Banking information IE. void cheque (if EFT is requested)
- SIN
- Current address
- Current email

Current Language

101.9 – RECALL; This replaces all current Recall clauses in local appendices except under maintenance in zone 2.

Employers may recall prior employees (local union members) laid off & available for work for a period of 15 working days from the date of lay off.

In all other cases the contractors has the right to recall for a period of 3 months if the member had been employed for a period of 6 months (whether employed on one or multiple projects over 6 months).

An employer may recall former employees (local union members) provided the employee has not been employed elsewhere.

New Language

101.9 – RECALL; This replaces all current Recall clauses in local appendices except under maintenance in zone 2.

Employers may recall prior employees (local union members) laid off & available for work for a period of 15 working days from the date of lay off.

In all other cases the contractors has the right to recall for a period of 3 months if the member had been employed for a period of 6 months (whether employed on one or multiple projects over 6 months).

~~An employer may recall former employees (local union members) provided the employee has not been employed elsewhere.~~

New Language

104.3 In lieu of the hot meal provision option noted in 104.2, when mutually agreed between the Employer and Employees, the Employee shall receive a ~~twenty-dollar (\$20.00)~~ **twenty-five dollar (\$25.00)** meal allowance plus an additional thirty (30) minutes pay at the overtime rate and a ten (10) minute work break at the above noted (104.2 clause) times.

New Language / Article

Add Article 108.3 – On a 4-10 condensed work week which contains a stat holiday, the work week will be set a 3-10's with the option of a 4th 10hr shift at the applicable overtime rates.

Current Language

110.2 Shift work must be worked for at least four (4) consecutive regular work days. These may be based on consecutive regular work days weekends or holidays, providing applicable weekend and or holiday premiums are paid.

New Language

110.2 Shift work must be worked for at least ~~four (4)~~ **two (2)** consecutive regular work days. These may be based on consecutive regular work days weekends or holidays, providing applicable weekend and or holiday premiums are paid.

Current Language

112.5 The allowable proportion of apprentices to journeypersons shall be 1 apprentice to 3 journeypersons.

New Language

112.5 The allowable proportion of apprentices to journeypersons shall be 1 apprentice to ~~3~~ 2 journeypersons.

New Language / Article

Add Article 112.6 - When an apprentice is laid off, other than for just cause (re: UA Canadian Standard of Excellence), by the Contractor, that said contractor may not hire a new apprentice with the same trade year and trade in their place while the apprentice is unemployed

New Language / Article

Add Article 112.7 - Upon successful completion of his/her exam and providing he/she has completed their Apprenticeship Contract, the Apprentice shall receive journeyperson's wages effective the date of notification to the contractor from the Union Hall.

A - Schedule and Wages

2. a; Forepersons shall receive a minimum 8% per hour above the journeypersons wage rate noted in Schedule 1.

1. b; After completion of the NAUSC supervision course and specific company supervisor training the Foreperson rate shall increase to 10% per hour above the journeypersons wage rate noted in schedule A1 For an employee to maintain this rate he/she must fulfil the obligations of the employer specific documentation and safety program requirements.

New language

2. a; Forepersons shall receive a minimum 8% per hour above the journeypersons wage rate noted in Schedule 1. **All forepersons must have a valid up to date first aid certification and MOL 5 step (Worker Health and Safety Awareness Training)**

1. b; After completion of the NAUSC supervision course and specific company supervisor training the Foreperson rate shall increase to 10% per hour above the journeypersons wage rate noted in schedule A1 For an employee to maintain this rate he/she must fulfil the obligations of the employer specific documentation and safety program requirements.

Current Language

1 - Each employer shall contribute to the Local 628 Training Fund a sum equal to 1.25% of (basic rate and Vacation pay) for each hours pay earned by each employee. The operation of such a Training Program will be a joint board. Refer to Standard Article 23 for additional Training Fund.

New Language:

1 - Each employer shall contribute to the Local 628 Training Fund a sum equal to 1.25% of (~~basic~~ **base** rate and Vacation pay) for each hours pay earned by each employee. The operation of such a Training Program will be a joint board (JTAC Committee). This **committee shall meet quarterly to review the current training and revise according to contractor and industry needs..** Refer to Standard Article 23 for additional Training Fund.

I Travel, Transportation Allowance and Commuting

Commuting

1. Where an employee is required to commute daily or travel to a job from Thunder Bay (or point of accommodation) to a job site outside the ~~35km~~ **25km** travel free zone (which exists from the designated Post Office) he/she shall receive as a travel allowance ~~\$0.61 per km~~ **CRA Rate (Employee provided transportation)** plus 0.75 minutes per km of base rate plus 10% vacation, effective ~~May 1, 2022~~ **May 1, 2025**. The Employee shall be on the job at regular starting time and work a full shift. Mileage is to be computer from the free zone boundary and return. The above conditions will also apply on out-of-town jobs where suitable accommodations are not available within ~~35km~~ **25km** of the designated work site. Refer to Article 37 Re: the Standard Provincial Travel Free Zone – which supersedes this Schedule, where in conflict.

Employer Provided Transportation

2. Where transportation is provided by the Employer, effective ~~May 1, 2022~~ **May 1, 2025**, the Employee shall receive 0.75 minutes per km of base rate plus 10% vacation transportation allowance beyond the ~~35km~~ **25km** free zone.

Room and Board Projects

7. If an employee is travelling to an out of town job on company time, in his/her own vehicle, he/she shall receive ~~\$0.61~~ **CRA rate** per km ~~plus 0.75 minutes per km of base rate plus 10% vacation~~, effective ~~May 1, 2022~~ **May 1, 2025** transportation allowance; and room and board for every hour allowable under Schedule J, including his/her travelling time.

Current Language

1. All Employees working on a job who, because of the location of the job site, are required to maintain temporary living quarters away from their permanent residence shall receive a board allowance as follows:
 - \$17.25 effective May 1, 2022, per straight time hour paid; \$17.85 effective May 1, 2023; \$18.50 effective May 1, 2024
 - \$17.25 effective May 1, 2022, per hour paid for 8 hours on any day that overtime is worked; \$17.85 effective May 1, 2023; \$18.50 effective May 1, 2024

New Language

1. All Employees working on a job who, because of the location of the job site, are required to maintain temporary living quarters away from their permanent residence shall receive a board allowance as follows:
 - \$21.50 effective May 1, 2022, per straight time hour paid; \$24.50 effective May 1, 2023; \$27.50 effective May 1, 2024
 - \$21.50 effective May 1, 2025, per hour paid for 8 hours on any day that overtime is worked; \$24.50 effective May 1, 2026; \$27.50 effective May 1, 2027

Current Language

5. The Fund shall be jointly administered by equal representation from local 628 and the Mechanical Contractors association Thunder Bay.

New Language:

5. The Fund shall be jointly administered by equal representation from local 628 and the Mechanical Contractors association Thunder Bay (JTAC committee) This committee shall meet quarterly to review the current training and revise according to contractor and industry needs.

Signing Page

Signed this 16th day of April 2025

UA Local 628

sign 

Lucas Szwajda

Business Manager FS/T

Mechanical Contractors Association of Thunder Bay

sign 

Paul Maydo

MTBC Representative