

AGREEMENT

BETWEEN

**THE MASTER INSULATORS' ASSOCIATION
OF ONTARIO INC.**

- AND -

**INTERNATIONAL ASSOCIATION OF HEAT
AND FROST INSULATORS AND ASBESTOS
WORKERS, and THE INTERNATIONAL
ASSOCIATION OF HEAT AND FROST
INSULATORS AND ASBESTOS WORKERS,
LOCAL 95**

EFFECTIVE: JUNE 3, 2001 TO APRIL 30, 2004

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PREAMBLE

THIS AGREEMENT made as of the 3rd day of June 2001 by and between:

THE MASTER INSULATOR'S ASSOCIATION OF ONTARIO INC.,

(hereinafter called "the Association"),

- and -

INTERNATIONAL ASSOCIATION OF HEAT AND FROST
INSULATORS AND ASBESTOS WORKERS, and THE
INTERNATIONAL ASSOCIATION OF HEAT AND FROST
INSULATORS AND ASBESTOS WORKERS, LOCAL 95,

(hereinafter called "the Union"),

- (a) WHEREAS the Association, on behalf of all employers whose employees are represented for collective bargaining by the Union and the Union have bargained together collectively in an effort to reach a collective agreement applicable to the Industrial, Commercial and Institutional sector of the Construction Industry pursuant to the provisions of the Labour Relations Act, Revised Statutes of Ontario, 1990, Ch. L.2, as amended;
- (b) AND WHEREAS the Association, on behalf of each employer who is a member of the Association and any new employer becoming a member of the Association and subsequent to the date hereof, and the Union have bargained together collectively in an effort to reach a collective agreement encompassing all sectors of the Construction Industry save and except the Electrical Power Systems sector pursuant to the provisions of the Labour Relations Act;
- (c) AND WHEREAS the parties have agreed to enter into a Collective Agreement to govern wages, hours and working conditions; to establish fair and peaceful adjustments to all disputes which may arise; to prevent strikes, walk-outs and lock-outs and to eliminate waste, expense, unnecessary overtime and unnecessary delays in the performance of work;
- (d) AND WHEREAS the purpose of the Collective Agreement is to govern the wages and working conditions applicable to all work performed by the employees in the application of those types of insulation which are within the jurisdiction of the Union in the Province of Ontario, provided, however, that under no circumstances shall this

Agreement apply to work which is performed by employees of any employer represented by the Association in that employer's plant and not on a construction site.

- (e) This Collective Agreement applies to all marine work. This is meant to include all work on boats and ships, either in dry dock or on the water and includes all work performed in the shipyards.
- (f) This Collective Agreement also applies to all items that are covered by the employer's construction site contract, to be worked on, as detailed in paragraph 1.02 (a); for the performance of any work, as detailed in paragraph 1.02 (a).
- (g) Notwithstanding any of the foregoing, this Collective Agreement does not apply to work which is performed by employees of any employer, in the employer's plant or fabrication shop; that is located in a location other than the site of construction.
- (h) All contractors bound to this collective agreement shall become MIA Active Members, effective sixty (60) days after the ratification of this memorandum of settlement by both parties, thereby being bound by the bylaws of the association.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1

RECOGNITION AND SCOPE

1.01

"Employers" as used herein means all employers whose employees are represented for collective bargaining by the International Association of Heat and Frost Insulators and Asbestos Workers or Local 95 thereof with respect to bargaining rights in the Industrial, Commercial and Institutional sector of the Construction Industry and, in addition, means members of the Association and new employers becoming members of the Association subsequent to the date hereof, including such other employers as may become bound to the provisions of this Agreement pursuant to either Article 14 hereof, with respect to all sectors of the Construction Industry save and except E.P.S.C.A. or pursuant to the provisions of the Labour Relations Act.

1.02 (a)

"Employees" used herein shall mean all mechanics and apprentices who are members of the Union including travelers from outside the Province of Ontario. This agreement covers the rates of pay, rules and working conditions of all employees and all persons hired as conditional apprentices pursuant to Clause 2.04 hereof, employed by the employers signatory to this Agreement, at the site of construction in the performance of the preparation, distribution, fabrication, alteration, application, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing and/or weatherproofing of cold or hot thermal and/or acoustical insulation with such materials as may be specified when these materials are to be installed for thermal and/or acoustical purposes in voids or on other piping, fittings, valves, boilers, ducts, flues, tanks, vats, equipment, or on any hot or cold surface for the purpose of thermal and/or acoustical control and such other work as may be awarded to the Union pursuant to a trade jurisdictional award.

1.02 (b)

Maintenance as specified in Clause 1.02 may, if the employer has signed a Maintenance Agreement, which is in full force, be performed under the terms of the said Maintenance Agreement and such maintenance work shall be subject to all terms and conditions of the "Maintenance Agreement".

1.03 (a)

All employers whose employees are represented for collective bargaining by the Union recognize the Union as the sole bargaining agent for their employees performing work covered by the Agreement within the Industrial, Commercial and Institutional sector of the Construction Industry.

1.03 (b)

All employers who are members of the Association and new employers becoming members of the Association subsequent to the date hereof recognize the Union as the sole bargaining agent for their employees performing work covered by this Agreement in all sectors of the Construction Industry, save and except E.P.S.C.A.

1.03 (c)

This Agreement and any Maintenance Agreement thereunder shall be the only Agreement signed or in effect between the Association, members of the Association, new employers becoming members of the Association subsequent to the date hereof and employer signatories to a collective agreement which acknowledges that the said employer is bound by this Agreement and incorporates by reference the terms and conditions of this Agreement and all other employers bound by the Agreement and the Union (other than E.P.S.C.A., Specialty and Residential Groups).

1.03 (d)

The Union agrees that it will not sign any other Agreement or Maintenance Agreement with any other employer or an Association representing employers, on terms more favourable to such employers or Association than those contained in this Agreement or any Maintenance Agreement thereunder.

1.04

The provisions of this Agreement shall be binding upon the employers and their employees, and upon the Union and its members coming within the scope of this Agreement.

1.05

The geographic scope of this Collective Agreement shall be the Province of Ontario as outlined in the preamble, divided into three zones:

Zone 1: The Central Zone is the Province of Ontario, excluding Zone 2 and Zone 3.

Zone 2: The Northwestern Zone, consisting of the Districts of Kenora, Rainy River, Thunder Bay, Algoma and Patricia.

Zone 3: The Eastern Zone, consisting of the Counties of Renfrew, Lanark, Dundas, Russell, Stormont, Prescott, and Glengary and the Regional Municipality of Ottawa-Carleton.

ARTICLE 2

HIRING

2.01 (a)

The employers shall employ as employees members of the Union in good standing in the performance of all work coming within the scope of this Agreement and shall continue in their employ only employees who are in good standing with the Union.

2.01 (b) (i)

All such employees shall be hired through the Union office, except as hereinafter provided, in Clause 2.04.

2.01 (b) (ii)

The Union agrees that it will give to any employer requesting the hiring of employees, a complete list of all available mechanics and a complete list of all available apprentices. The choice of whom to hire shall alternate between the employer and the Union so as to provide a 50% "name-hire" from each of the lists that the employees are hired from. The union also agrees to provide to any employer requesting the hiring of subsistence area employees, a complete list of names and closest town to the residence of all available subsistence mechanics and a complete list of names and closest town to the residence of all available subsistence apprentices.

2.01 (b) (iii)

The employer is entitled to "name-hire" a non working foreperson for a specific jobsite location (project). The individual may work on the tools when the job winds down. When the project is complete, the individual will be laid off.

2.01 (b) (iv)

Employees who are fired or who quit their employment will not be eligible to be "name-hired" for a period of thirty (30) days from the date their employment ended.

2.01 (c)

The Union shall issue to the employer, a copy of the referral slip issued to the employee for all employees upon hiring, without delay, and shall be properly identified as one of the following: Mechanic, 4th year apprentice, 3rd year apprentice, 2nd year apprentice, 1st year apprentice, 1st year probationary apprentice, asbestos remover or conditional apprentice.

2.02

The Union agrees to give preference to and furnish the most competent available employees to the employers on request, provided however, that the employer shall have the right to determine the competence and qualifications of its employees, and to discharge or refuse to employ, in his

or her sole discretion, any employee for any just and sufficient cause. The employer shall not discriminate against any employee by reason of his or her membership in the Union or his or her participation in its lawful activities.

2.03 (a)

The following Shop Ratio Table notwithstanding, the ratio of apprentices on a job shall not exceed one apprentice to one mechanic except as provided for in Clause 2.04.

EMPLOYEES IN SHOP	APPRENTICES	MECHANICS	EMPLOYEES IN SHOP	APPRENTICES	MECHANICS
1	0	1	51	13	38
2	0	2	52	13	39
3	1	2	53	13	40
4	1	3	54	13	41
5	1	4	55	14	41
6	1	5	56	14	42
7	2	5	57	14	43
8	2	6	58	14	44
9	2	7	59	15	44
10	2	8	60	15	45
11	3	8	61	15	46
12	3	9	62	15	47
13	3	10	63	16	47
14	3	11	64	16	48
15	4	11	65	16	49
16	4	12	66	16	50
17	4	13	67	17	50
18	4	14	68	17	51
19	5	14	69	17	52
20	5	15	70	17	53
21	5	16	71	18	53
22	5	17	72	18	54
23	6	17	73	18	55
24	6	18	74	18	56
25	6	19	75	19	56
26	6	20	76	19	57
27	7	20	77	19	58
28	7	21	78	19	59
29	7	22	79	20	59
30	7	23	80	20	60
31	8	23	81	20	61
32	8	24	82	20	62
33	8	25	83	21	62
34	8	26	84	21	63
35	9	26	85	21	64
36	9	27	86	21	65
37	9	28	87	22	65
38	9	29	88	22	66
39	10	29	89	22	67
40	10	30	90	22	68
41	10	31	91	23	68
42	10	32	92	23	69
43	11	32	93	23	70
44	11	33	94	23	71
45	11	34	95	24	71
46	11	35	96	24	72
47	12	35	97	24	73
48	12	36	98	24	74
49	12	37	99	25	74
50	12	38			

2.03 (b)

No apprentice shall execute work unaccompanied by a mechanic except that a fourth year apprentice may execute work on a temporary (not to exceed one (1) working day) emergency basis only when a mechanic is not readily available and the Union business office is notified. Employers shall have the right to take apprentices already in their employ to out of town locations.

2.04 (a)

The employers shall have the right to declare an emergency and hire conditional apprentices when the Union has failed to furnish the required number of competent and qualified employees within two (2) working days following a written request by an employer.

2.04 (b)

The Union agrees that it will give to any employer requesting the hiring of conditional apprentices a complete list of all available conditional apprentices. The choice of whom to hire shall alternate between the employer and the Union so as to provide a 50% "name hire".

2.04 (c)

When the Union has failed to furnish the required number of conditional apprentices from the conditional apprentice list, the employer shall have the right to procure workers from available sources other than from the Union for jobs located within the Union jurisdiction.

2.04 (d)

The Union's conditional apprenticeship list will only include the name of individuals classified as conditional apprentices who have been employed by an employer previously and who have received WHMIS training provided by that previous employer.

2.04 (e)

Conditional apprentices shall be replaced as soon as competent Union employees are available.

2.04 (f)

Conditional apprentices shall not be counted in the shop ratio for the duration of the emergency.

2.04 (g)

An emergency shall be deemed terminated when the Union has notified the employer of the Union's ability to fulfil the employer's labour force requirements. The employer shall either agree

to hire such available Union members or agree to lay off all conditional apprentices within 48 hours (two working days) of said notice. If the employer fails to lay off the conditional apprentices after 48 hours as agreed, the Union has the right to send an equal number of employees to replace the conditional apprentices with all costs to the employer.

2.04 (h)

An emergency can only be declared by an employer and it must be in writing and delivered by hand, by telegram or by facsimile transmission (FAX).

2.04 (i)

After declaring an emergency, the employer must keep the Union advised of each job that has conditional apprentices employed on it. The employer will provide the name, address, SIN number, the date hired and the jobsite location (project) to the Union for each conditional apprentice hired. Upon receiving this information, the Union will provide the conditional apprentice with a work permit, in accordance with paragraph 2.01 (c), which will be carried by the conditional apprentice for identification purposes. The employer will receive a copy of the work permit for the employer's records.

2.05 (a)

An emergency shall be defined as, and shall be deemed to exist, where there is a job situation in which the Union is unable to provide qualified members of the Union on a written request by an employer. If there is any disagreement between the parties concerned as to whether or not an emergency does or does not exist, Article 6 will apply.

2.05 (b) (i)

Where the Union is unable to supply the requested number of apprentices an emergency need not be declared to hire new first year probationary apprentices providing the employer's shop ratio is in order with Clause 2.03. The Union shall provide these new apprentices with a regular work permit, and without delay.

2.05 (b) (ii)

It is understood that the employers choice of hiring new first year apprentices will be given equal consideration with the Union's choice. It is the intent that the employer may, from time to time, be able to hire new first year apprentices, providing they meet the JAC standards.

2.06

It is agreed that members of the Union shall not refuse to work on the grounds that the employer has hired non union workers, provided that the provisions of Clause 2.04 have been met by the employer.

2.07 (a)

If an employee has been discharged for cause, the reason for discharge shall be in writing to the Union within seven (7) days of such discharge. Following such notification the employer shall

not be required to re employ this worker for a period of twelve (12) months. On receipt of such notice by the Union, the Union or the employee may lodge a grievance on the part of the employee which may be processed through the Grievance Procedure provided for in this Agreement, and for this purpose the date when the grievance arose shall be considered to be the date of the receipt by the Union of such notice.

2.07 (b)

The Union and the Association shall be notified in writing, stating the reason, of all discharges for cause, within seven (7) days of such discharge. The employee discharged for cause shall also receive in writing, the reason for the discharge, no later than the date he or she receives his or her E.I. separation slip.

2.08 (a)

The Union hereby agrees that it will not transfer an employee from one employer to another without the permission of the employer for whom the employee is working at the time.

2.08 (b)

The employer hereby agrees that they will not transfer an employee from one employer to another without the permission of the Union.

2.09

A member of the Union shall not work at the trade for himself or any other person or shop in the performance of his or her job as an Asbestos Worker, until he or she has secured a written referral clearance from both the Union and the employer, which must be produced on request.

2.10

The Union and employer will co-operate in placing, on suitable projects, certain senior members of the Union.

ARTICLE 3

HOURS OF WORK AND OVERTIME

3.01 (a) (i)

The regular work day shall be eight (8) hours between 7:30 a.m. and 5:00 p.m., Monday to Thursday inclusive, and four (4) hours Friday between 7:30 a.m. and 12:00 noon, for regular work week of thirty-six hours. If local job conditions warrant, changes from regular hours may be made by mutual agreement between the employers and the local job foreperson and the Union office, provided that a maximum of eight (8) hours are worked on any one day at the regular rate of wages between the ours of 7:00 a.m. and 5:00 p.m. Monday to Thursday inclusive, and 7:00 a.m. and 12:00 noon on Friday. Regular work week will be forty (40) hours in the Northwestern Zone. When a thirty-six (36) hour work week is established in the area the forty (40) hours will be negotiated downward.

3.01 (a) (ii)

An earlier starting time of 6:00 a.m. can be established, upon agreement of the employees on the jobsite location (project), the employer, and the Union. The Union must be notified in writing.

3.01 (a) (iii)

Where the employer and the employees agree, upon approval of the Union office, flexible hours may be worked. Such approval will not be unreasonably withheld by the Union. Flexible hours are not for make up time or for work on week-ends or statutory holidays.

3.01 (a) (iv)

The Union office must be notified in writing by the employer within five (5) working days, after commencement of any work to be performed outside the regular work hours, with the names of the employees and the jobsite location. The Union will provide standard forms for all employers.

3.01 (a) (v)

The Union office must be notified in writing by the employer within five (5) working days after flexible hours have been approved. The Union will provide standard forms for all employers.

3.01 (b)

In subsistence areas (over fifty (50) miles) a four (nine hours) work day may be worked upon agreement by the Union office, the employees on the job and the employer.

3.01 (c)

All employees shall be given two (2) paid ten minute work breaks on each regular working day, evening or night shift or designated shift. The employer shall exercise his or her discretion as to

when and where the breaks shall occur but every reasonable effort shall be made to schedule such breaks at the midway points between the commencement of the shift and the mid-shift meal break and from the mid-shift meal break to quitting time. On days where a shift consisting of four hours is worked, only one ten (10) minute work break shall be given.

3.02 (a)

Overtime rates at the rate of **double time** shall be paid for all work performed on Monday to Friday inclusive, in excess of the maximum hours of work provided for in Clause 3.01(a).

3.02 (b)

Overtime work shall only be performed by employees and shall not be performed by conditional apprentices unless and until such overtime work has first been offered to all employees employed by the employer on the project.

3.02 (c)

On unscheduled overtime over two (2) hours, the employer shall provide a hot meal, or reimburse the employee ten dollars (\$10.00) in lieu of the meal.

3.03 (a)

Overtime rates at the rate of **double time** shall be paid for work performed on Saturdays or Sundays, or for work performed on any of the following Statutory Holidays (if proclaimed or otherwise provided to be observed as Statutory Holidays):

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Canada Day
5. Civic Holiday (if proclaimed in area where work has to be performed)
6. Thanksgiving Day
7. Christmas Day
8. Boxing Day
9. Labour Day

3.03 (b) (i)

When a statutory holiday falls on a Saturday or a Sunday, employees will take the following Monday as the holiday.

3.03 (b) (ii)

If Christmas Day is observed on a Monday due to the holiday falling on a Saturday or Sunday, then the following day (Tuesday) will be observed as the Boxing Day Holiday.

3.03 (c)

If local job conditions warrant in areas where it is not practical and/or economical for employees to return to their homes on weekends, arrangements may be made by mutual agreement between the employer, the job foreperson and the Union to work in excess of thirty-six (36) hours per week at straight time rates. These hours so worked in excess of thirty-six (36) hours per week shall be accrued and paid to the employee (at straight time) as time off with pay.

3.04 (a)

A night shift may be worked between the hours of 6:00 PM and 7:00 AM, provided the same shift is worked on three (3) consecutive work days.

3.04 (b)

On a regular night shift, eight (8) hours shall be worked for eight (8) hours pay, plus a 15% shift premium.

3.04 (c)

When overtime is worked, Article 3.04 (b) shall not apply. In lieu, seven (7) hours shall be worked for eight (8) hours pay, plus overtime for all time worked beyond 7 hours

3.05 (a)

When it is required to operate three (3) shifts in twenty-four hours, the following times and rates shall apply:

Shift 1: 7:30 a.m. to 5:00 p.m. as per regular work day in Clause 3.01 (a) (i).

Shift 2: 5:00 p.m. to 1:00 a.m. with one hour for lunch; 7 hrs work for 8 hrs pay.

Shift 3: 1:00 a.m. to 8:00 a.m. with one hour for lunch; 6 hrs work for 8 hrs pay.

3.05 (b)

The hours for Shifts 2 and 3 for Friday work will be arranged by mutual agreement between the employer, the employee and the Union.

3.05 (c)

No employee shall work two (2) consecutive shifts unless overtime rates apply. The employers shall endeavour to keep the employees on the same shift wherever possible.

3.06 (a)

Where employees have been requested to report to a project where because of climatic or other conditions beyond the control of the employer they are prevented from working, they shall receive a maximum of two hours pay, plus travelling allowance and/or subsistence where

applicable, but employees shall remain on the job and available for work for the period of time paid for. Advance notice shall be given when employees are to be laid off or work is not to be resumed. No reporting allowance shall be paid under this clause to an employee who has been informed not to report for work before he or she set forth for work on that particular day.

3.06 (b)

No reporting allowance shall be paid when an employee refuses inside, or undercover work, or any other work which would allow him or her protection from adverse climatic conditions.

3.07 (a)

Tools

- (i) An employee's tools are his or her means of livelihood and should be kept in good condition at all times.
- (ii) The employee must accept responsibility for the tools furnished by the employer, and will be given sufficient time to put these tools in the designated place. He or she must report the breakage or loss of any of these tools immediately to his or her superior.
- (iii) Mechanics and apprentices shall be required to supply the ordinary hand tools of the trade which are as follows:
 - 1. tool box
 - 2. flat trowel
 - 3. claw hammer
 - 4. 10" knife
 - 5. end cutters
 - 6. pliers with side cutters
 - 7. pruning saw
 - 8. 4" brush
 - 9. 12' steel tape measure
 - 10. 8" scissors
 - 11. 10" tin snips
 - 12. metal punch or ice pick
 - 13. hard hat
 - 14. coveralls
 - 15. Safety Boots
 - 16. rubber gloves
 - 17. block insulation springs or bands
 - 18. two (2) pointing trowels (one large and one small)
 - 19. two (2) pairs Metal Master cutters (one left and one right)
 - 20. Phillips, Robertson and Slot screwdrivers (various sizes)

All of the above must comply with the Employees Health and Safety Act of Ontario.

3.07 (b)

On suitable projects, the employer shall provide a lockup (job box, etc.) for the employee's tools, however, it is clearly understood that the employer has no responsibility to the Union or the employee for the loss or damage of same, whatsoever.

3.07 (c)

The employer shall require all employees to sign out all company tools. Employees are responsible for the proper use of these tools and shall return them in an acceptable condition subject to normal wear. The employer shall provide lock up facilities as required. An employee who fails to return or misuses company tools shall be held responsible.

3.08 (a)

All work shall be performed, and equipment operated according to accepted safety conditions which must conform to the applicable Provincial and Federal Regulations, Acts and Laws.

3.08 (b)

Suitable drinking water, sanitary container and cups shall be made available to all employees daily.

3.09

On abnormally dirty and/or corrosive maintenance, revamp and repair work, in which the employee's clothes are abnormally or permanently damaged, the employer shall supply and maintain the necessary protective clothing at no cost to the employee for all employees covered by this Agreement. On such work, employees shall be allowed fifteen(15) minutes for wash-up time prior to the conclusion of their shift. Such work shall also include special cases of new construction carried out in existing facilities such that the above abnormal conditions are encountered.

ARTICLE 4

JURISDICTION

4.01

No employees shall be required to become a member of more than one Union. If a question of trade jurisdiction as between the Union and other Union shall occur with respect to any work performed by the employers in the Province of Ontario, the matter shall be referred to the Union and the Union will settle the question of trade jurisdiction without in any way involving the employers in any question of breach of this Agreement with the Union and until the question of jurisdiction is settled, the employee or employees involved shall not be required to change their Union affiliation and shall not be forbidden to work, directly or indirectly, by his or her Union or a Union official.

ARTICLE 5

STRIKES AND LOCKOUTS

5.01

During the term of this Agreement or any renewal thereof, the employers shall not call or authorize any lockout of their employees, and the Union shall not call, authorize, order or condone, and no officer, official or agent of the Union, and no employee shall counsel, procure, support, participate or engage in a strike, picketing, slowdown or stoppage or work against any of the employers. It shall not be considered a violation of this Agreement for the Union or its members to refuse to work on any project that has been declared unfair by the Building Trades Council, or for refusal to pass through an authorized picket line.

ARTICLE 6

GRIEVANCE PROCEDURE

6.01

Where a grievance, complaint or dispute arises, between an employer or employers and any employee or employees, or employers and the Union, regarding 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, such grievance, complaint or dispute shall be dealt with as described in the following paragraphs of this Article.

STEP NO.1:

6.02

By negotiations between the Union Stewards and/or the Union Business Representative and the appropriate foreperson, directly in charge of the work, acting for the employer. If the grievance is not settled at this step, the Grievor may institute action under the Labour Relations Act, Revised Statutes of Ontario, 1990, ch. L.2, pursuant to Section 126.

STEP NO. 2: "Section 126"

6.03 (a)

Notwithstanding the grievance and arbitration provisions in a collective agreement or deemed to be included in a collective agreement under section 45, a party to a collective agreement between an employer or employers' organization and a trade union or council of trade unions may refer a grievance concerning the interpretation, application, administration or alleged violation of the agreement, including any question as to whether a matter is arbitrable, to the Board for final and binding determination.

6.03 (b)

A referral under subsection (a) may be made in writing in the prescribed form by a party at any time after delivery of the written grievance to the other party, and the Board shall appoint a date for and hold a hearing within fourteen days after receipt of the referral and may appoint a labour relations officer to confer with the parties and endeavour to effect a settlement before the hearing.

6.03 (c)

Upon referral under subsection (a), the Board has exclusive jurisdiction to hear and determine the difference or allegation raised in the grievance referred to it, including any question as to whether the matter is arbitrable, and the provisions of section 45 (8), (8.1), (8.2), (8.3), (10), (11) and (12) apply with necessary modification to the Board and to the enforcement of the

decision of the Board.

6.03 (d)

The expense of proceeding under this section, in the amount fixed by the regulations, shall be jointly paid by the parties to the Board for payment into the Consolidated Revenue Fund. R.S.O. 1990, ch. L.2, s. 126.

6.04

The parties agree that any application under Section 126 must be filed with the Registrar of The Ontario Labour Relations Board within ninety (90) days immediately following the date of the happening of the event giving rise to the grievance, complaint or dispute, failing which the parties agree that they will be deemed to have abandoned such grievance, complaint or dispute and will be estopped from relying upon the provisions of Section 126. In the case of a grievance, complaint or dispute arising out of a continuing matter, the parties agree that they will be estopped from claiming damages for monetary adjustment by reason of anything which happened prior to the ninety (90) day period immediately preceding the filing of the application under Section 126.

6.05

Any contractor who knowingly violates this collective agreement (excluding asbestos removal) by employing non union workers and / or sub contracts work to non union workers will be assessed additional fines / penalties beyond those imposed by the Ontario Labour Relations Board (O.L.R.B.) or if early settlement is reached the following fines / penalties shall apply in addition to any settlement damages:

A \$ 25,000.00 Minimum and Maximum fine per investigation.

An investigation may be built of several infractions involving several persons and / or several worksites. The maximum fine regardless shall not exceed \$25,000.00 in total levy. Once an action has been filed as a grievance and employer notification completed, another investigation may be undertaken for infractions occurring after the grievance filing and the employer notification and would carry an additional penalty as described above.

Disqualification from participating in the Stabilization Program for a period of 12 months

All money collected from fines will be placed in a trust fund and the operation of the fund will be under the control of joint trustees representing the Association and the Union.

This article shall become effective for any such infractions upon ratification of this agreement

and shall remain in full force and effect until the 30th day of April 2004 at which time it will cease to exist.

The Association may veto the implementation of this article as it deems appropriate on a case per case basis.

ARTICLE 7

STEWARDS

7.01 (a)

It shall be the right of the Union Business Manager, the Business Agent, or a designated union person to appoint a Steward for each job from the employer's personnel on the job site. Such an appointment will be at the discretion of the union.

The employers shall be notified of the appointment by letter / fax and the appointment will take effect upon receipt by the employer of this written notice.

The union will provide the MIA with a list of such designated persons prior to the steward appointment.

7.01 (b)

A job steward shall be recognized on the job and shall not be discriminated against. He or she shall be allowed reasonable time to check out reported grievances after informing the employer and/or the employer's representative.

7.01 (c)

The Union shall be notified by the employer prior to any layoff or transfer of a Job Steward. Where practical, a Job Steward shall be one of the last six employees on the job.

7.02 (a)

The District Steward may be appointed by the Union Business Manager. In areas where a District Steward is employed at a jobsite location (project) he or she shall notify the employer and receive the employer's expressed permission before leaving the work assignment to attend to Union business matters.

7.02 (b)

They shall, however, be accorded reasonable time allowance from their employers at Union expense, it being expressly understood that a District Steward, while receiving payment from an employer shall conduct himself or herself as a competent employee and shall perform all work required of him or her by the employer. A letter of explanation must be sent to the Union when a request is denied, outlining the reason for denial.

7.03

The authorized business representative of the Union shall be permitted on all jobs where acceptable to the owners and/or customers. He or she will in no way interfere with the employees during working hours unless permission is granted by the employer or the employer's authorized representative.

7.04

Under no circumstances shall a job steward, District Steward or any employee make any arrangements with Management, or vice-versa, that will change or conflict in any way with any sections or terms of this Agreement.

ARTICLE 8

PERFORMANCE OF WORK

8.01

Neither the Union nor any active card-carrying employee shall contract, sub-contract, make estimates for or in respect of the application of insulation, within the scope of this Agreement, and no employee shall act in any capacity other than that of an employee of the employers. The employers agree that they will only sublet or contract out any work within the jurisdiction of Local 95 as described in Clause 1.02 to firms which are in contractual relationship with Local 95. The exception to this shall be when a specialty contractor is specified.

8.02

No person who exercises managerial, estimating or sales function for an employer, or who has an ownership or other financial interest in an employer, shall work with the tools or perform any work of the application of insulation within the scope of this Agreement.

8.03

If an employee fails to perform work assigned in accordance with instruction or in a workmanlike manner, the employer for whom the work was performed shall have the right to discipline the said employee for just and sufficient cause.

8.04 (a)

From the time an employee accepts employment with an employer, he or she shall proceed to the job and execute the work in a faithful and workmanlike manner. Mechanics in charge of operations in the subsistence areas shall complete the job before leaving the employer's shop, or give one week's notice in lieu. All other employees receiving subsistence will give a minimum of two working (2) days notice to the employer and the Union before leaving an incomplete project. Any employee failing to comply with this requirement shall not be entitled to return fare from a project. Likewise, any employee who is discharged for just cause shall not be entitled to return fare.

8.04 (b)

Employers agree to give four (4) hours notice to layoffs on all projects, or two (2) hours pay in lieu of that notice, with the exception of those projects in subsistence areas where the notice of layoff will be extended to two (2) full working days or four (4) hours pay in lieu of notice.

8.04 (c)

Employees agree to give four (4) hours notice of quitting on all projects and two full working days in subsistence areas and failure to do so is cause not to re-employ the employee for a period of twelve (12) months.

8.04 (d)

In subsistence areas hours of work may be extended in accordance with Clause 3.03 (d) of this

Agreement.

ARTICLE 9

WAGES AND CLASSIFICATIONS

9.01 (a)

Employers will pay rates of wages to the various classifications of employees within Local 95 jurisdiction as outlined in **Schedules A,B,C,D,E,F,G,H and I** as attached hereto and forming part of this Agreement.

9.01 (b)

Conditional apprentices and first year probationary apprentices required on the job site shall be issued work permits and shall be paid the rate of wages applicable to their classification. Such workers shall not be entitled to participate in the Welfare Plan, and only payments as detailed in Clause 15.07 shall be paid on their behalf.

9.02 (a)

"Apprentices" used herein shall mean all members of the Union serving apprenticeship in accordance with Article 18 hereof, and the Joint Apprenticeship Committee Standards, and shall be classified thereunder as 1st year, 2nd year, 3rd year, and 4th year apprentices and they shall be paid wages as detailed in **Schedules A,B,C,D,E,F,G,H and I** and the full benefit package, except 1st year probationary apprentices and conditional apprentices shall not receive the benefit package.

9.02 (b)

Apprentices shall not be eligible to be classified as mechanics until they have served six thousand four hundred (6,400) hours in their trade and have successfully completed the required Joint Apprenticeship Committee training program. Apprentices shall be reclassified only on the first day of January, April, July and October in any year, after approval by the Joint Trade Board. The Union shall promptly notify the Association in writing of any proposed reclassification. During the first eight hundred (800) hours served by an Apprentice, he or she shall be classified as a 1st Year Probationary Apprentice.

9.02 (c)

The Joint Trade Board will meet periodically to recommend individuals to the Union for an open work permit.

9.03

Mechanics in charge of any job shall receive premium pay at the following hourly rates while so working:

Mechanics (foreperson) in charge plus **2 employees - \$.30 per hour**
Mechanics (foreperson) in charge plus **9 employees - \$1.60 per hour**
Mechanics (foreperson) in charge plus **100 employees - \$6.00 per hour**

9.04 (a)

The employer shall pay wages (and expenses where required hereunder) weekly on the day of the week designated as pay day before quitting time. If an employer designates Friday as the regular pay day, the payment shall be in cash. The deductions as required by law must be shown on each pay stub. The pay week will be from Sunday to Saturday.

9.04 (b)

Any employer who chooses to distribute payrolls or other cheques by electronic funds transfer is entitled to do so. Each employee must provide a suitable bank account number to accept the transfer. Employers are responsible for providing a pay stub with all deductions detailed therein, at the employee's residence or at the jobsite, not later than the Friday of each week.

9.05 (a)

In addition to any other remuneration herein provided for, all employees, except conditional apprentices and first year probationary apprentices, shall be entitled in lieu of payment for both Statutory Holidays and for annual vacations, to be credited with 10% (4% vacation pay and 6% statutory holiday pay) of their wages while employed by an employer effective from the date of this Agreement. This money will be paid weekly or as per government regulations.

9.05 (b) (i)

The rates of pay for conditional apprentices hired pursuant to Article 2 shall be as detailed in **Schedules A,B,C,D,F,G,H and I.**

9.05 (b) (ii)

In addition to any other remuneration herein provided for; first year probationary apprentices and conditional apprentices, shall be entitled in lieu of payment for both statutory holidays and for annual vacations, to be credited with 7% of their wages while employed by an employers effective from the date of this Agreement. This money will be paid weekly or as per government regulations.

9.06

Any employee who is required to work on a hanging scaffold which is located over fifty (50) feet above a working floor or platform shall receive a premium of **forty cents (\$0.40)** per hour over the rate of pay, and over one hundred (100) feet shall receive a premium of **seventy-five cents (\$0.75)** per hour over the rate of pay. Said scaffolding shall include bosun's chair, swing stage and any scaffolding or chair suspended by rope or wire.

ARTICLE 10

LIVING ALLOWANCE AND TRAVELING EXPENSES

10.01

Living Allowance and Traveling Expenses shall be determined in accordance with the provisions of this Article and apply only to persons covered by this Collective Agreement as follows:

- (1) Article 10 in its entirety applies to mechanics, and first, second, third and fourth year apprentices (Such persons being hereinafter referred to as "Eligible Persons".) and without limiting the generality of the foregoing:
 - (a) Eligible persons reporting to the job site upon information supplied by the employer; or
 - (b) Eligible persons reporting to the job site upon information supplied by the Union Office who are hired by the employer.
- (2) Probationary apprentices shall receive daily travel expenses as detailed in Clause 10.04.
- (3) Conditional apprentices are not eligible for any payments arising from any clause in Article 10.
- (4) Travelers from outside the Province of Ontario are not eligible to receive: Initial travel, return fare, travel allowance, or travel pay as detailed in Paragraphs 10.13; 10.14 (a), (b), or (c); and 10.15 (a).

10.02

For the purposes of this Article relating to Living Allowance and Traveling Expenses, the term "Listed Municipality" shall refer to the following:

Cornwall	Samia
Hamilton	Sault Ste. Marie
Kingston	Sudbury
Kitchener	Thunder Bay
London	Toronto
Ottawa	Windsor

Travel Expense Zones shall be divided into five (5) mile radius areas outside the ten (10) mile Free Travel Zone with respect to each listed Municipality. Employees employed on job site locations (projects) in the Travel Expense Zones shall receive daily travel expenses as follows:

Travel Expense Zone 1:

Outside the free travel area between ten (10) and fifteen (15) miles radius;

Travel Expenses effective **June 5, 2001:** **\$6.60** per working day.
Travel Expenses effective **May 1, 2002:** **\$6.95** per working day.
Travel Expenses effective **May 1, 2003:** **\$7.30** per working day.

Travel Expense Zone 2:

Between fifteen (15) and twenty (20) miles radius;

Travel Expenses effective **June 5, 2001:** **\$8.95** per working day.
Travel Expenses effective **May 1, 2002:** **\$9.40** per working day.
Travel Expenses effective **May 1, 2003:** **\$9.85** per working day.

Travel Expense Zone 3:

Between twenty (20) and twenty-five (25) miles radius;

Travel Expenses effective **June 5, 2001:** **\$11.45** per working day.
Travel Expenses effective **May 1, 2002:** **\$12.00** per working day.
Travel Expenses effective **May 1, 2003:** **\$12.60** per working day.

Travel Expense Zone 4:

Between twenty-five (25) and thirty (30) miles radius;

Travel Expenses effective **June 5, 2001:** **\$12.60** per working day.
Travel Expenses effective **May 1, 2002:** **\$13.25** per working day.
Travel Expenses effective **May 1, 2003:** **\$13.90** per working day.

Travel Expense Zone 5:

Between thirty (30) and thirty-five (35) miles radius;

Travel Expenses effective **June 5, 2001:** **\$14.30** per working day.
Travel Expenses effective **May 1, 2002:** **\$15.00** per working day.
Travel Expenses effective **May 1, 2003:** **\$15.75** per working day.

Travel Expense Zone 6:

Between thirty-five (35) and forty (40) miles radius;

Travel Expenses effective **June 5, 2001:** **\$15.45** per working day.

Travel Expenses effective **May 1, 2002:** **\$16.20** per working day.

Travel Expenses effective **May 1, 2003:** **\$17.00** per working day.

Travel Expense Zone 7:

Between forty (40) and forty-five (45) miles radius;

Travel Expenses effective **June 5, 2001:** **\$16.80** per working day.

Travel Expenses effective **May 1, 2002:** **\$17.65** per working day.

Travel Expenses effective **May 1, 2003:** **\$18.55** per working day.

Travel Expense Zone 8:

Between forty-five (45) and fifty (50) miles radius;

Travel Expenses effective **June 5, 2001:** **\$17.95** per working day.

Travel Expenses effective **May 1, 2002:** **\$18.85** per working day.

Travel Expenses effective **May 1, 2003:** **\$19.80** per working day.

Travel Expense Zone 9:

Over fifty (50) miles radius and the eligible person returns home daily;

Travel Expenses effective **June 5, 2001:** **\$25.20** per working day.

Travel Expenses effective **May 1, 2002:** **\$26.45** per working day.

Travel Expenses effective **May 1, 2003:** **\$27.75** per working day.

10.04 (b)

Re: Travel Expense Zone 9. Where an employee has been dispatched by the Union Office to a job site within a Listed Municipality, and the employee is eligible to receive daily living allowance from the Living Allowance Trust Fund; the payment for returning home daily will be made by the Living Allowance Trust Fund less any amount of daily travel expense required to be paid by the employer, if any.

10.04 (c)

It shall be the Eligible Person's responsibility to arrange for his or her own transportation.

10.04 (d) (i)

When a job site is located within a Listed Municipality other than the Listed Municipality of the employee, and the job site is also within the Listed Municipality of the employee, and this is referred to as being within "overlapping" travel expense zones, the following will apply.

10.04 (d) (ii)

The employee is entitled to receive daily travel expense, according to the mileage zones detailed in Paragraph 10.04 (a); based on a calculation of the radius miles from the city hall of the Listed Municipality of the employee to the job site.

10.04 (d) (iii)

The employer will pay the employee the amount of daily travel expense required by the location of the job site according to Paragraph 10.04 (a). Any additional expense required by the above paragraphs will be paid by the Living Allowance Trust Fund.

10.04 (e) (i)

An employee who resides in the districts or counties of Kenora, Rainy River, Thunder Bay, Algoma, Patricia, Cochrane, Sudbury, Timiskaming, Nipissing and Parry Sound, outside the fifty mile radius of a Listed Municipality, will be designated as a subsistence area employee and will receive daily travel expenses based on the miles radius from his or her home.

10.04 (e) (ii)

Where the employee travels beyond fifty miles he or she will be entitled to daily living allowance unless he or she returns home daily, whereby the returning home daily paragraph will apply.

10.04 (e) (iii)

Any individual, who wants to transfer his or her residence to become a subsistence area employee, must have the transfer approved by The Association and The Union.

10.05 (a)

Where a job site location is over fifty (50) miles radius from the City Hall of the nearest Listed Municipality, all Eligible Persons shall be entitled to be provided with suitable board and living accommodation while working at the job site at the employer's expense. The employer shall either provide such board and living accommodation at the employer's own expense or shall pay to the Eligible Person, Living Allowance as specified in Clause 10.05 (b).

10.05 (b)

Effective June 5, 2001: **Seventy dollars (\$70.00)** per day.

Effective May 1, 2002: **Seventy-two dollars (\$72.00)** per day.

Effective May 1, 2003: **Seventy-four dollars (\$74.00)** per day.

10.05 (c)

Where the employee is employed at a job site location (project) over two hundred and fifty (250) miles from his or her Listed Municipality, the employee is entitled to five days living allowance for each full week of employment, providing the employee remains at the job site location (project) for the week-end, and providing the employee works the last regular work day before the week-end and the first regular work day after the week-end. The employee is also entitled to one half (1/2) of the daily living allowance for each day of the week-end and any Statutory Holiday, as specified in 3.03, directly following the week-end.

10.05 (d)

Employees eligible to receive daily living allowance from the Living Allowance Trust Fund may be transferred for a maximum 45 working days to any site within the Listed Municipality providing that no additional cost will occur to the Living Allowance Trust Fund and providing the local hiring hall has been cleared. If/when a local area member becomes available the contractor must hire that member or layoff the transferred employee. The union must be notified and approve all transfers.

10.06

Where an Eligible Person is instructed by the employer to report to a job site location over fifty (50) miles radius from the City Hall of the Listed Municipality nearest the residence of the Eligible Person, and Paragraph 10.05 (a) does not apply, such Eligible Person, shall be entitled to be provided with suitable board and living accommodation while working at the job site at the employer's expense. The employer shall either provide such board and living accommodation at the employer's own expense or shall pay to such Eligible Person Living Allowance as specified in Clause 10.05 (b).

10.07

Where a job site location is over fifty (50) miles radius from the City Hall of the Listed Municipality nearest the residence of an Eligible Person and neither Paragraph 10.05 (a) nor 10.06 apply, the Eligible Person shall receive subject to Paragraph 10.08 Living Allowance as specified in Clause 10.05 (b) from the Living Allowance Trust Fund.

10.08 (a) (i)

In circumstances where Living Allowance is to be paid pursuant to Paragraph 10.07 and the job site location is within a Travel Expense Zone as defined in Paragraph 10.04, except for Travel Expense Zone 9, the Living Allowance Trust Fund shall pay to the Eligible Persons an amount equal to, the amount as specified in Clause 10.05 (b), less the applicable Travel Expenses. In such circumstances the employer shall pay the applicable Travel Expenses to the Eligible Persons.

10.08 (a) (ii)

Payments by the employer referred to in Paragraph 10.08 (a) (i) shall be defined as daily living allowance, by the employer, the employee, the Union, the Association, the Living Allowance Trust Fund, the administrator for the Living Allowance Trust Fund and any other person reading or interpreting Article 10 or Article 16.

10.08 (b)

Where Travel Expense Zone 9 applies, the Eligible Person cannot receive daily living allowance.

10.09

In circumstances where Paragraphs 10.07 or 10.08 apply and an employer has requested Eligible Persons to be supplied from the Union Office within ten calendar days following a lay-off by such employer of an Eligible Person employed at a job site location (project) within a Travel Expense Zone defined in Paragraph 10.04, or the Travel Free Zone defined in Paragraph 10.03; the said employer shall pay the Living Allowance payable pursuant to Paragraph 10.07 or 10.08 to a maximum of an equal number of Eligible Persons supplied pursuant to such a request as those laid off within the ten calendar day period. The Living Allowance Trust Fund shall not be liable for Living Allowance to those Eligible Persons required to be paid by the employer hereunder in such circumstances.

10.10

In circumstances where Paragraph 10.07 or 10.08 could apply and an employer has requested an Eligible Person or Eligible Persons from the Union Office, the Union shall first refer to the job any available Eligible Persons for whom the Listed Municipality nearest the job site is the Listed Municipality nearest their residence.

10.11

Should the Union and the employer, upon investigation of a particular job situation, be unable to agree on the suitability and proximity of the board and living accommodation provided by the employer, the matter may be the subject of a grievance pursuant to Article 6 of this Agreement.

10.12

Should the Living Allowance provided in Paragraphs 10.05, 10.06, 10.07, 10.08, and 10.09 upon proper investigation prove to be inadequate, the Union may make application to the employer or the Living Allowance Trust Fund, as the case may be, for an increase. In the event of a disagreement with respect to the adequacy of the Living Allowance or the amount of such increase to be paid hereunder, the matter may be the subject of a grievance pursuant to Article 6 of this Agreement.

10.13

When board and living accommodation is provided or Living Allowance is paid on a job site location and the job lasts more than two (2) months, all Eligible Persons shall, after serving on the job site for two months, and for every two month period thereafter, receive their return fare to the Listed Municipality nearest their residence within the Province of Ontario. This Travel Allowance shall be paid by the employer or the Living Allowance Trust Fund, whichever is providing board and living accommodation or Living Allowance to the Eligible Persons.

10.14 (a)

When board and living accommodation is provided or Living Allowance is paid to employees employed on a job site location (project) which necessitates transportation and traveling time subject to Clause 8.04 such employees shall receive the cost of necessary public transportation to the job site location (project) and return fare from the Listed Municipality nearest to the residence of employee.

10.14 (b)

When an employee is dispatched to a job site location (project) he or she shall receive Travel Pay at the appropriate straight time rates of pay for the total Travel Time as established in the Canadian Automobile Association of maps for the Province of Ontario which indicate the total distance between points and the total elapsed time of driving between points based upon driving at the established speed limit for the route used, (highways and roads etc.):

- (i) going to the job site location (project) at the commencement of employment thereon;
and

- (ii) coming from the job site location (project) when the project is completed and/or when the term of employment of an employee is ended or such employee is transferred from the job site location (project).
- (iii) said travel time as per article 10.14 (b) (i) and 10.14 (b) (ii) not to exceed eight (8) hours at the employers expense and any additional travel time to be paid by the Living Allowance Trust Fund. This article shall apply to a maximum of two (2) men per project. Thereafter the employer shall be fully responsible.

10.14 (c)

This Travel Allowance shall be paid by the employer or the Living Allowance Trust Fund, whichever is providing the board and Living Allowance to the employees.

10.15 (a)

To be eligible for initial traveling fares and traveling time allowances, the employee must be on the job and working for a minimum period of fifteen (15) days, providing work is available.

10.15 (b)

The employer is required to notify the Administrator for the Living Allowance Fund, of the date and reason for termination of employment, of all employees who have made a claim for payment from the Living Allowance Fund.

10.16

The following paragraphs have been created and agreed to by the Union, the Association, and the trustees for the Asbestos Workers Local 95 Living Allowance Trust Fund in order to limit improper usage of this fund. This fund is to provide living allowance and traveling fares within listed municipalities to local 95 members and travelers as per Article 10, who are dispatched by the union office, from another area to any signatory employer that has participated by payment to the fund.

10.16 (a)

Eligibility for signatory employer:

- (i) The applicable employee (s) of a signatory employer will be paid for such expenses from this fund up to an annual limit of \$40,000.00.
- (ii) The applicable employee (s) of a signatory employer may be paid such expenses

from the fund to a limit of \$80,000.00 annually, providing that the employer has employed a local 95 member (s) and remitted to this fund for a minimum of 1800 hours in the prior 12 months, with contributing hours reported in at least 6 of the 12 months.

- (iii) The applicable employee (s) of a signatory employer may be paid such expenses from the fund in excess of the \$80,000.00 annual limit, providing that the employer has employed a local 95 member (s) and remitted to this fund for a minimum of 7200 hours in each of the prior 2 years with contributions reported in at least 6 of the prior 12 months.
- (iv) In all other circumstances the applicable employee (s) shall be paid living allowance and traveling fares by the employer.
- (v) In the case of a joint venture arrangement, all parties within the joint venture arrangement must individually comply with each category of eligibility that the joint venture arrangement may be seeking.

10.16 (b)

An individual is not entitled to daily living allowance if his or her normal residence is within fifty (50) miles of the job site location (project). The individual will receive Travel Expense Zone 9.

10.16 (c)

Individuals receiving daily living allowance must provide proper receipts to the employer or the Living Allowance Trust Fund, whichever is paying the daily living allowance; provided that the individual is within commuting distance from his or her normal residence, as determined by the Trustees for the Living Allowance Trust Fund.

10.16 (d)

In order to be eligible to receive daily living allowance, the individual must have a bona fide normal residence. (Daily living allowance is intended to contribute to an individual's room and board expenses when he or she is away from home.) The Board of Trustees of the Living Allowance Trust Fund will determine whether or not there is a "bona fide normal residence". Where a person is ineligible to receive daily living allowance under this paragraph, and the employer would have been required to pay the daily living allowance, the required payment will be made by the employer to the Living Allowance Trust Fund.

10.16 (e)

After receiving daily living allowance for a period of six months, and each month thereafter, the Trustees may terminate the individual's eligibility for daily living allowance, if there is

employment available in the individual's Listed Municipality and if there are unemployed individuals in that Listed Municipality where the individual is employed. If the individual's eligibility for daily living allowance is terminated, and if the individual terminates his or her employment, the employer will be entitled to a "name-hire" to replace that individual.

10.17

Apprentices registered for apprenticeship training at the Heat and Frost Insulators Training Centre shall be eligible for the maximum daily living allowance as per article 10.05 (b) inclusive of any government assistance.

To be eligible, the apprentices' residence must be located over sixty (60) miles from the training centre, stay overnight and produce receipts.

Apprentices will not qualify for any other allowances as per article 10 while registered at the training centre.

ARTICLE 11

UNION OFFICE

11.01

The Union shall have a permanent office address with a telephone service where their Business Manager or an authorized person can be communicated with between 9:00 a.m. and 4:00 p.m. each working day for the purpose of answering enquiries and providing necessary service to the trade. This office will close at noon on Friday.

ARTICLE 12

SUPPLY OF LABOUR BY UNION

12.00

There will be a "Moment of Silence" observed at 11:00 AM on Remembrance Day, whereby all employees will stop work for one minute's silence, at the individuals work station, to honor all those who gave their life while protecting our country.

12.01

The Union agrees to give preference to and to provide qualified Union employees to the employers bound by this Agreement on request, when the order is placed in reasonable time in advance of the requirement for work within the Province of Ontario.

12.02

The Union will supply members of the Union to any employer bound by this Agreement.

12.03

The Union shall not supply its members or permit its members to work directly or indirectly for any Corporation who has called tenders from one or more insulation contractors and then proceeded to do the work themselves.

12.04

The Union shall not supply labour to employers that have non-Union workers (including employers and/or partners, etc.) applying insulation as defined in Clause 1.02. The exception to this shall be as defined in Clause 2.04 (conditional apprenticeship).

ARTICLE 13

RESTRICTION OF WORK

13.01

The Union agrees that there shall be no limitations or restrictions placed upon the individual working effort of any employee

ARTICLE 12

SUPPLY OF LABOUR BY UNION

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12.01

The Union agrees to give preference to and to provide qualified Union employees to the employers bound by this Agreement on request, when the order is placed in reasonable time in advance of the requirement for work within the Province of Ontario.

12.02

The Union will supply members of the Union to any employer bound by this Agreement.

12.03

The Union shall not supply its members or permit its members to work directly or indirectly for any Corporation who has called tenders from one or more insulation contractors and then proceeded to do the work themselves.

12.04

The Union shall not supply labour to employers that have non-Union workers (including employers and/or partners, etc.) applying insulation as defined in Clause 1.02. The exception to this shall be as defined in Clause 2.04 (conditional apprentice).

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ARTICLE 14

ADDITIONAL MEMBERS OF THE ASSOCIATION

14.01

The Association will admit to membership any insulation contractor who agrees to be bound by the Bylaws and Constitution of the Association and this Collective Agreement, together with any amendments or renewals thereof.

14.02

The Union will recognize the Association, members of the Association, any new employers becoming members of the Association subsequent to the date hereof, employer signatories to a collective agreement which acknowledges that the said employer is bound by this Agreement and incorporates by reference the terms and conditions of this Agreement, and all employers who perform work covered by this Agreement for whom the Union has or obtains bargaining rights at or from the date hereof as employers bound to the Agreement in accordance with Article 1 hereof.

14.03 (a)

The Association shall notify the Union in writing within seven (7) days, of any member of the Association failing to remain in good standing for any reason whatsoever.

14.03 (b)(i)

The union will notify the association in writing within seven (7) days upon the signing of any new employers to this collective agreement.

14.03 (b)(ii)

The association will notify the union in writing within seven days upon the acceptance of any new member to the association.

14.04 (a)

As a courtesy, the Union will provide to the Association a list of all employers bound by this Collective Agreement to its knowledge, by reason of the designation of the Association as the designated employer bargaining agency.

14.04 (b)

Such a list is without prejudice to the application of Section 64 and Section 1 (4) of the Labour Relations Act. Such list is to show the proper name of the employer, its address and where known, the name of a representative of such employer. In addition, the Union will forward additions and deletions to such list as at January 1 and July 1 of each year.

ARTICLE 15

BENEFIT FUND AGREEMENT

15.01 (a) (i)

The Asbestos Workers Local 95 Benefit Fund was originally made possible through the joint cooperation of The Master Insulators' Association of Ontario Inc. and the Asbestos Workers Union, Local 95 and the operation of the Fund is under the control of joint trustees representing the Association and the Union.

15.01 (a) (ii)

With effect from the date of this Agreement, all employers of Local 95 members shall pay to the Asbestos Workers Local 95 Benefit Fund:

<u>Effective June 3, 2001:</u>	Seven dollars and twenty-two cents	(\$7.22).
<u>Effective May 1, 2002:</u>	Seven dollars and twenty-two cents	(\$7.22)
<u>Effective May 1, 2003 :</u>	Seven dollars and twenty-two cents	(\$7.22)

Per hour for every hour worked by eligible employees of the employers and who are classified as first year apprentice after having completed the eight hundred (800) hour probationary period, second, third or fourth year apprentices or mechanics by the Union. The Union agrees that each employer who is bound by this Collective Agreement adopting in substance but no necessarily the form of this Agreement shall be required to make this payment.

15.01 (b) (i)

That portion being:

<u>Effective June 3, 2001:</u>	Six dollars and fifteen cents	(\$6.15)
<u>Effective May 1, 2002:</u>	Six dollars and fifteen cents	(\$6.15)
<u>Effective May 1, 2003:</u>	Six dollars and fifteen cents	(\$6.15)

Of the contribution of all employers that is paid to the Asbestos Workers Local 95 Benefit Fund under Clause 15.01 shall be used for the purpose of providing health, welfare and pension benefits to eligible employees and their families in such form and in such amount as the trustees of the Benefit Fund may determine.

15.01 (b) (ii)

The Union and the Association agree that funding for the De Novo Treatment Centre in the amount of two cents (0.02) (being made up of a one cent (\$0.01) contribution by the employer and a one cent (\$0.01) deduction from the employees, for each hour worked) shall be the amount all employers shall remit to the De Novo Treatment Centre Committee. The Asbestos Workers Local 95 Benefit Fund shall pay this amount received to the De Novo Treatment Centre Committee.

15.01 (c) (i)

That portion being:

<u>Effective June 3, 2001:</u>	One dollar	(\$1.00)
<u>Effective May 1, 2002:</u>	One dollar	(\$1.00)
<u>Effective May 1, 2003:</u>	One dollar	(\$1.00)

Of the contribution of all employers that is paid to the Asbestos Workers Local 95 Benefit Fund under Clause 15.01 shall be the amount all employers agree to deduct as Asbestos Workers Local 95 Union dues. The Asbestos Workers Local 95 Benefit Fund shall pay the amount received to the Asbestos Workers Union Local 95.

15.01 (c) (ii)

Upon sixty (60) days written notification, by the Union to the Association and the Administrator for the Benefit Fund, the amount of Union dues can be changed by the Union.

15.01 (d) (i)

That portion being **twenty three cents (\$0.23)** of the contribution of all employers that is paid to the Asbestos Workers Local 95 Benefit Fund under Clause 15.01 shall be the amount of all employers shall pay to the Master Insulators' Association Fund. The Asbestos Workers Local 95 Benefit Fund shall pay the amount due to the Master Insulators' Association Fund within seven (7) days.

15.01 (d) (ii)

Upon sixty (60) days written notification, by the Association to the Union and the Administrator for the Benefit Fund, the amount of MIAF funding can be changed by the Association.

15.01 (e)

That portion being **fourteen cents (\$0.14)** of the contributions that are paid to the Asbestos

Workers Local 95 Benefit Fund under Clause 15.01 (a) (being made up of a **seven cent (\$.07)** contribution by the employer and a **seven cent (\$.07)** deduction from employees, for each hour worked) shall be the amount all employers shall remit to the Joint Apprenticeship Committee. The Asbestos Workers Local 95 Benefit Fund shall pay this amount received to the Joint Apprenticeship Committee.

15.01 (f)

Therefore, the remittance breakdown to the Asbestos Workers Local 95 Benefit Fund will be as follows:

Effective June 3, 2001:

<u>Paid by</u> <u>Employer</u>	<u>Deduct from</u> <u>Employee</u>	<u>Remit to</u> <u>Benefit Fund</u>			
Union dues		\$.00	\$ 1.00	\$ 1.00	
MIAF		.23	.00	.23	
JAC		.07	.07	.14	
De Novo		.02	.00	.02	
Welfare		1.83	.00	1.83	
Pension		<u>4.00</u>	<u>.00</u>	<u>4.00</u>	
		<u>\$ 6.15</u>	<u>\$ 1.07</u>	<u>\$ 7.22</u>	

Effective May 1, 2002:

<u>Paid by</u> <u>Employer</u>	<u>Deduct from</u> <u>Employee</u>	<u>Remit to</u> <u>Benefit Fund</u>			
Union dues		\$.00	\$ 1.00	\$ 1.00	
MIAF		.23	.00	.22	
JAC		.07	.07	.14	
De Novo		.02	.00	.02	
Welfare		1.83	.00	1.83	
Pension		<u>4.00</u>	<u>.00</u>	<u>4.00</u>	
		<u>\$ 6.15</u>	<u>\$ 1.07</u>	<u>\$ 7.22</u>	

Effective May 1, 2003:

<u>Paid by</u> <u>Employer</u>	<u>Deduct from</u> <u>Employee</u>	<u>Remit to</u> <u>Benefit Fund</u>			
Union dues		\$.00	\$ 1.00	\$ 1.00	
MIAF		.23	.00	.22	
JAC		.07	.07	.14	

De Novo	.02	.00	.02
Welfare	1.83	.00	1.83
Pension	<u>4.00</u>	<u>.00</u>	<u>4.00</u>
	<u>\$ 6.15</u>	<u>\$ 1.07</u>	<u>\$ 7.22</u>

The above amounts are a summary of the previous clauses and are subject to change upon written notice to all employers.

15.01 (g) (i)

In the event that a plan of health insurance and/or pension on a national or provincial basis comes into effect or so long as any existing plan remains in effect and it becomes compulsory or remains compulsory for employers signatory to this Agreement to contribute to such a plan, it is expressly understood and agreed that the total cost to each contributing employer for each eligible employee shall not exceed the payment agreed to in Clause 15.01 (b) of this Agreement for the total of all benefits to be provided by either this health and welfare plan or any compulsory government plan or any combination of the two plans.

15.01 (g) (ii)

It is understood and agreed that from and after January 1, 1980, Article 15.01 (g) of this Agreement shall not apply in respect of contributions that employers are required to make to the Canada Pension Plan.

15.02

All employers shall report the hours worked for each eligible employee on the forms supplied. These hours multiplied by the amount specified in 15.01 shall be the amount of the cheque made payable to "Asbestos Workers Local 95 Benefit Fund". The hours and the cheque shall be submitted to the Administrator of the Fund (Benefit Plan Administrators Limited successors) on or before the 15th day of the month following the month in which such hours are worked as set forth in the Commercial Contract in Appendix "A". If no hours have been worked, than a "Nil Report" is required.

15.03 (a)

When an employer is in arrears in his or her payments and/or reports under the terms of Clauses 15.01 and 15.02 the Administrator shall notify the delinquent employer by Registered Mail. If such arrears are not received within seven (7) days from the date of the mailing of the Registered Letter the Administrator shall inform the Trustees, the Union and the Association by Registered Mail. The Trustees may, without further notice, take whatever action is necessary against such employer to enforce payment in accordance with this Agreement. The Union shall withdraw all Union labour from such delinquent employer until such time as the Union is advised by the Administrator that all arrears have been received. The action by the Union of withdrawing

labour under these conditions shall not be deemed to be a violation of any Clause in this Agreement, and all employers specifically agree that no legal action will be taken against the Union as a result of compliance with the terms of this Clause. Deficient payments will be allotted to 15.01 (c) in full, 15.01 (d) in full, 15.01 (e) in full and the balance and arrears to 15.01 (b).

15.03 (b)

In addition to any other methods of securing payments required under Article 15, which may be found elsewhere in this Collective Agreement, the following shall also apply:

- (1)The trustees may require a delinquent employer to pay for the costs, legal or otherwise, of collecting the amount owing.
- (2)Notwithstanding (1) above, there will be a surcharge of **fifty dollars (\$50.00) or ten percent (10%)** of the amount owing, whichever is the greater, for all payments not received by the Administrator of the Funds, (Benefit Plan Administrators Limited or successors) by the 22nd day of the month in which the payment is due. This surcharge applies only to any and all arrears of the monthly remittances, and applies only once to the remittance for each month.
- (3)The imposing of the surcharge the first time is at the discretion of the Trustees, thereafter it shall be automatically imposed.

15.04 (a)

The Fund shall be administered by an equal number of representatives of the Association and the Union in agreement with any laws governing this type of plan in the Province of Ontario. The Trust Indenture, together with any amendments thereto, shall be considered as part of this Agreement as if set forth at length. The said Trust Agreement shall provide for annual audited reports of the income and expenditures of the Fund.

15.04 (b)

The Asbestos Workers' Union Local 95 and The Master Insulators' Association of Ontario Inc. hereby agree to accept as representatives to the Board of Trustees, the Trustees designated by each other.

15.04 (c) (i)

The employers and the Union agree to furnish the Trustees with such information as may be required for proper and efficient administration. The Union shall provide the Board of Trustees with a Photostat true copy of each Collective Agreement and Appendix "A" signed by the Union with any employer who is not a member of the Association, so that, if legal action becomes necessary the proper documentation is available. The Association shall provide the Board of Trustees with a master list of those companies who are members of the Association.

15.04 (c) (ii)

All employers are required to provide a **five thousand dollar (\$5,000)** deposit or security bond to the Trustees of the Benefit Fund. This requirement will be automatically waived when the employer provides the following signed and completed documents:

- (1) Appendix "A" to the *Asbestos Workers Local Benefit Fund* Agreement.
- (2) Appendix "A" to the *Asbestos Workers Local 95 Pension Fund* Agreement.
- (3) Appendix "A" to the *Asbestos Workers Local 95 Living Allowance Fund Trust* Agreement..

15.04 (d)

It is agreed that except for the amount paid for the Union dues checkoff and the Master Insulators' Association Fund:

- (1) that no part of such Fund will be paid to any labour organization or employee, except in the form of agreed benefits as approved by the Trustees;
- (2) that no part of such contributions may revert to the employers;
- (3) that in the event that the Asbestos Workers Local 95 Benefit Fund is discontinued for any reason whatsoever, it is agreed that the hourly contributions as defined in Clause 15.01 (a) will then become a part of the hourly wages of the member on whose behalf they had been formerly contributed.

15.04 (e)

The benefits to be received by eligible members are to be set forth in contracts and the Trustees shall furnish to contributing employers and all eligible members a schedule and description of such benefits and the eligibility rules which govern them.

15.04 (f)

In the event that an eligible employee covered by the Benefit Fund leaves the Union or works at the trade for an employer who is not a signatory to this Agreement and Appendix, his or her benefits can be canceled thirty (30) days after leaving the employment of a signatory to this Agreement and Appendix, subject to compliance with Government regulations. Participation in the Welfare Plan by employers is one of the benefits of membership in the Association, therefore, it is agreed that the benefits of the Welfare Plan shall be made available only to those employers of the firms defined in Clause 15.05.

15.05

An eligible employer shall be defined as (a) a member in good standing of the Association, (b) a

non-member company who has submitted their proxy to the Association, (c) a Federal, Provincial or Municipal group, (d) National and International specialty operators who have signed the current standard Agreement and Appendix "A" of this Agreement and (e) any independent contractor or employer engaged in the industry who has signed or is bound by a Collective Agreement and Appendix "A" incorporating the payment provided in Clause 15.01 (c) hereof and is not in default under the clause or under any other provision of the Collective Agreement. Provision will also be made for including personnel as follows: (1) employers, (2) office and other staff of employers not otherwise covered, (3) Union employees not otherwise covered, and (4) employees of the Association, subject to compliance with insurance carried and Government regulations.

15.06

Upon sixty (60) days written notification, by the Union to the Association and the Administrator for the Benefit Fund, the allocation between wages and the benefit or pension contributions may be changed as determined by the Union.

15.07 (a)

A working assessment of:

<u>Effective June 5, 2001:</u>	One dollar	(\$ 1.00)
<u>Effective May 1, 2002:</u>	One dollar	(\$ 1.00)
<u>Effective May 1, 2003:</u>	One dollar	(\$ 1.00)

per hour worked and payable to the Union for all first year probationary apprentices, first year apprentices, and conditional apprentices, as determined in Clause 2.04 of this Agreement, shall be handled in the same manner spelled out in Clause 15.02 of this Agreement.

15.07 (b)

Upon sixty (60) days written notification, by the Union to the Association and the Administrator for the Benefit Fund, the amount of the working assessment can be changed by the Union, however, the amount of the working assessment is not to exceed the amount of Union dues as specified in 15.01 (c).

ARTICLE 16

LIVING ALLOWANCE TRUST FUND

16.01

The Asbestos Workers Local 95 Living Allowance Trust Fund is acknowledged by the parties to be in existence and is under the control of the Trustees.

16.02 (a)

All employer will remit to the Asbestos Workers Living Allowance Trust Fund a total of **fifty cents (\$.50)** per hour, for each hour worked by the following employees: mechanics, first year apprentices, second year apprentices, third year apprentices and fourth year apprentices. The remittance will be made up as follows:

- (1) **twenty-five cents (\$.25)** per hour paid by employers for each hour worked by the specified employees; and
- (2) **twenty-five cents (\$.25)** per hour deducted from the specified employees for each hour worked by them.

16.02 (b)

However, in the event that the Living Allowance Trust Fund becomes actuarially unsound in the opinion of the Board of Trustees, the Board shall be empowered to increase the contribution rate into the fund. The cost of such increase(s) shall be equally borne by both the employer and all employees and shall be automatically agreed to by both the MIA and the Union without debate on such terms and rates as determined solely by the Trustees. (For example: A funding increase of **ten cents (\$.10)** per hour worked will be funded as follows: **Five cents (\$.05)** per hour from the employer and **five cents (\$.05)** per hour from the employee.)

16.02 (c) (i)

At any month end, when the net assets exceed the net liabilities of the Living Allowance Trust Fund by more than **\$1,000,000** the Board of Trustees are required to reduce the funding rate equally for employers and employees to **five cents (\$.05)** each, for each hour worked by employees.

16.02 (c) (ii)

At any month end, when the net assets exceed the net liabilities of the Living Allowance Trust Fund by less than **\$500,000** the Board of Trustees are required to increase the funding rate equally for employers and employees, for each hour worked by employees, by an amount determined by the Board of Trustees in order to establish and maintain the fund balance above **\$500,000**.

16.02 (c) (iii)

Any change in the funding rate cannot be changed for six months.

16.03

All employers shall report the hours worked for each Eligible Person on the forms supplied. These hours multiplied by the amount specified in 16.02 shall be the amount of the cheque made payable to "Asbestos Workers Local 95 Living Allowance Trust Fund". The hours and the cheques shall be submitted to the Administrator of the Fund (Benefit Plan Administrators Limited or Successors) on or before the fifteenth day of the month following the month in which such hours are worked. If no hours have been worked, then a "nil report" is required.

16.04

All employers shall report the names of Eligible Persons and any applicable travel expenses paid or payable to such persons as are entitled to receive Living Allowance in accordance with Paragraph 10.07 or 10.08 to the Administrator of the Fund each week by no later than the Monday following the week in which the days are worked entitling the Eligible Persons to such Living Allowance.

16.05 (a)

Where an employer is in arrears with the payments and/or reports and/or notification of employees to receive Living Allowance from the Fund, the Administrator shall notify the delinquent employer by registered mail. If such arrears are not received within seven (7) days from the date of mailing the registered letter, the respective employer forthwith becomes liable for payment of such Living Allowance to the Eligible employees in place of the Fund. The Trustees and the Union may, without further notice, take whatever action is necessary against such employer to enforce payment in accordance with this Collective Agreement. The Union shall withdraw all union labour from such delinquent employer until such time as the Union is advised by the Administrator that all arrears and/or reports and/or notification of Eligible Persons to receive Living Allowance have been received. The action by the Union of withdrawing labour under these conditions shall not be deemed to be a violation of any Clause of this Agreement, and all employers specifically agree that no legal action will be taken against the Union as a result of compliance with the terms of this Clause.

16.05 (b)

In addition to any other methods of securing payments required under Article 16, which may be found elsewhere in this Collective Agreement, the following shall also apply:

- (1) The trustees may require a delinquent employer to pay for the costs, legal or otherwise, of collecting the amount owing.
- (2) Notwithstanding (1) above, there will be a surcharge of **fifty dollars (\$50.00) or ten percent (10%)** of the amount owing, whichever is the greater, for all payments not

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received by the Administrator of the Funds, (Benefit Plan Administrators Limited or successors) by the 22nd day of the month in which the payment is due. This surcharge applies only to any and all arrears of the monthly remittances, and applies only once to the remittance for each month.

- (3) The imposing of the surcharge the first time is at the discretion of the Trustees, thereafter it shall be automatically imposed.

16.06

Subject to the provisions of Clause 16.05 and 16.02 (a) and 16.02 (b) the sole monetary obligation of an employer to make payments to the Fund for any amount payable by the Fund as provided in Article 10 - LIVING ALLOWANCE AND TRAVEL EXPENSES throughout shall be to make payment of the said sum as detailed in Clause 16.02, for all hours worked by employees, save and except Living Allowance improperly paid by the Living Allowance Trust Fund, where such payments are properly the expense of the employer under this Agreement. In such cases the employer shall be liable for the reimbursement of such living allowance to the Living Allowance Trust Fund. Payment into the Living Allowance Trust Fund will not be made by employers on hours worked by First Year Probationary Apprentices.

16.07

The Trust Agreement for the Asbestos Workers Local 95 Living Allowance Trust Fund, together with any amendments thereto, shall be considered to be part of this Collective Agreement as if the said Trust Agreement were set forth at length herein.

ARTICLE 17

MANAGEMENT RIGHTS

17.01

The Union agrees and acknowledges that the employer or the employer's authorized representative has the exclusive right to manage the business and to exercise such right without restriction except as thereafter provided, and, without restricting the generality of the foregoing, it is the exclusive function of the employer:

- (1) To determine qualifications, transfer, hire direct, promote, lay off, discipline and discharge employees for just cause and to increase and decrease working forces.
- (2) To determine the materials to be used, design of the products to be handled, facilities and equipment required, scheduling of work and locations of equipment.
- (3) To determine the rules and regulations to be observed by employees.
- (4) To have the right to supply a work order or orders in writing to the mechanic in charge of each job, and said order(s) shall supersede any other(s) and/or specifications issued by others.

ARTICLE 18

APPRENTICESHIP TRAINING

18.01 (a)

The Apprenticeship Program is in effect and is acknowledged with the signing of this Collective Agreement, and is under the exclusive authority of the Joint Apprenticeship Committee and will be administered under the standards developed by that Committee. The Joint Apprenticeship Committee will be funded on the basis of **fourteen cents (\$.14)** per hour as specified in Paragraph 15.01 (e).

18.01 (b)

At the request of the Joint Apprenticeship Committee, the funding rate may be revised and it will be shared equally, upon mutual agreement of the Union and the Association.

18.01 (c)

The Joint Apprenticeship Standards, Apprenticeship Training Program and Apprentice Indentures that the Joint Apprenticeship Committee may adopt and amend from time to time, shall be considered to be part of this Collective Agreement as if set forth at length.

ARTICLE 19

PAY EQUITY PLAN

19.01 EFFECTIVE DATE

To meet the requirements of the Pay Equity Act R.S.O. 1990 ch. P.7; the Association and the Union have agreed to the following Pay Equity Plan, which is effective from January 1, 1990:

19.02 ESTABLISHMENT

The Establishment is defined to be all employees in the Province of Ontario who are represented by the Union and who are employed by employers for whom The Master Insulators' Association of Ontario, Inc. is the exclusive bargaining agency.

19.03 GENDER - PREDOMINANT JOB CLASSES

The following job classes have been identified and determined to be male-dominated by both the Association and the Union:

Foreperson, Mechanic, Apprentice, Conditional Apprentice, Asbestos Remover

19.04 METHOD OF COMPARISON

No female-dominated job classes were identified, therefore, no comparisons were necessary.

19.05 FUTURE AMENDMENT

The Association and the Union agree that they will meet to amend this Pay Equity Plan to conform with the Pay Equity Act in the event that female dominated job classes are subsequently identified.

19.06 SUMMATION

The Association and the Union agree that all Pay Equity Act requirements have been met for the bargaining unit employees.

ARTICLE 20

WORK PLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHMIS)

20.01

Employers must provide the required legislated WHMIS training for all employees covered by the terms of this Collective Agreement.

20.02

By October 31, each year, all employers must ensure that all employees covered by this Collective Agreement have received the annual update of WHMIS training as required by the Occupational Health and Safety Act R.S.O. 1990, ch. 0.1 as amended and the regulations thereunder.

20.03

Where an employer is determined to be negligent in providing the WHMIS training as a result of a grievance at the Ontario Labour Relations Board, the Union will be entitled to reimbursement of all reasonable legal costs, from the negligent employer.

ARTICLE 21

ASBESTOS REMOVAL

21.01

The terms and conditions of this Collective Agreement apply to all mechanics who are employed under this Asbestos Removal Article except as detailed herein.

21.02

This Article establishes the classification, Asbestos Remover. The following Articles and Paragraphs of the Construction Agreement do not apply to Asbestos Removers:

Articles: 9, 10, 15, 16, 18.

Paragraphs: 3.01, 3.02, 3.03 (a) and (c), 3.04, 3.05, 3.06, 3.07 and 3.09.

21.03

This Article applies to all asbestos removal work for mechanical systems.

21.04 (a)

This Article has been agreed to by the MIA and the Union to make contractors competitive in the asbestos removal market.

21.04 (b)

The MIA and the Union agree and understand that General Presidents' job sites will be excluded; however if competition occurs at the bidding stage that is non union or is some other type, group or trade that utilizes reduced wages for asbestos removal, then this asbestos removal Article will apply.

21.05

All employees covered by this Article, who are not members of the Union, shall apply for membership in the Union within seven (7) days after their employment commences. Time worked by asbestos removers shall not be counted as Union apprenticeship.

21.06

The employer will deduct **twenty-five dollars (\$25.00)** from the second pay of the Asbestos Remover and remit it to the Union office promptly. The Union will process the Asbestos Remover for membership as expeditiously as possible upon receipt of the **twenty-five dollars (\$25.00)** initiation fee.

21.07 (a)

Mechanics who are employed on asbestos removal jobs will be hired according to the existing

hiring procedures in Article 2.

21.07 (b)

Asbestos Removers will be hired through the Union office. If Asbestos Removers are available to meet the contractors requirements, the Union will supply them within forty-eight hours. In the event that the Union is unable to supply sufficient Asbestos Removers, the employer may then hire to meet his or her requirements, with the permission of the Union.

21.07 (c)

The employer must notify the Union office, within one pay period, with the following information for each Asbestos Remover hired:

- (i) Name
- (ii) Address
- (iii) Phone Number
- (iv) Social Insurance Number
- (v) Date Hired

Upon termination, the employer shall notify the Union office within one pay period with a list of and the date that all Asbestos Removers were terminated.

21.07 (d)

The Union shall issue a work permit promptly.

21.08

The Union office must be notified in writing of all asbestos removal work that is performed under this Article. The employer will provide the job site location, the approximate starting date of the work, the approximate hiring requirements and the planned work schedules.

21.09 (a)

Asbestos Removers shall receive wage rates as detailed in **Schedules A,B,C,D,E,F,G,H and I**.

21.09 (b)

Asbestos Removers will be eligible for full welfare and pension benefits after **2,400 hours** worked under this Article.

21.10

Asbestos Removers are not eligible for daily living allowance, daily travel expenses, pension or welfare benefits, travel pay or any other monetary benefit; except as detailed in Clause 21.09 (b).

21.11

Asbestos Removers will be paid overtime wages at the rate of time and a half (1-1/2) for hours worked after forty (40) hours on a weekly basis.

21.12

Mechanics will be paid overtime at the rate of time and a half (1-1/2) for overtime hours worked. When work is performed outside the mechanic's regular work hours, the mechanic is required to be offered the overtime work first.

21.13

Asbestos Removers who work a second or third shift shall receive **one dollar (\$1.00)** per hour shift premium.

21.14 (a)

Mechanics who are employed on asbestos removal jobs will receive a wage rate of ninety percent (90%) of the construction wage rate; ten percent (10%) vacation and statutory holiday pay; and all benefits provided by the Construction Agreement. They are also eligible for daily living allowance and daily travel expense as provided by the Construction Agreement.

21.14 (b)

Mechanics will work eight (8) hours per day, Monday through Friday, for a regular work week of forty (40) hours.

21.15

The employer must hire a mechanic as the first employee or the employer may designate a mechanic already employed to be the first employee. Thereafter, a shop ratio of six (6) Asbestos Removers for one mechanic must be maintained so that the first and every seventh employee thereafter must be a mechanic.

21.16

Union dues and Master Insulators Association Fund payments as specified in the Construction Agreement will apply.

ARTICLE 22

**UNIONIZED INSULATION INDUSTRY DEVELOPMENT AND PROMOTION
FUND**

22.01

The *Unionized Insulation Industry Development and Promotion Fund* (hereinafter in this Article, The Fund) will be funded equally by the Association and the Union.

22.02

When agreed to, funding will be provided by the Association, to ensure the operation of The Fund. The Union will match all contributions made by the Association.

22.03

The Fund will be operated and administered by a board of six trustees composed of an equal number of Association and Union trustees.

ARTICLE 23

DURATION AND RENEWAL OF AGREEMENT

23.01 (a)

The Union and the Association recognize that specific problems exist in the commercial and industrial sectors of our industry and agree that amendments to the agreement may be made as required. The Union and the Association will meet regionally and / or by sector on a more regular basis to discuss and remedy specific competitive problems.

23.01 (b)

At the discretion of the Union, temporary changes can be made to the existing Agreement to generate more employment for the Union members. No added cost will incur in connection with negotiated rates for the total wage package as a result of any change made. The Association may veto the proposed change.

23.01 (c)

This Agreement shall become effective on the 3rd day of June 2001 and shall remain in full force and effect until the 30th day of April 2004 and shall continue in force from year to year thereafter until either party shall furnish the other with notice of termination of or proposed revision of this Agreement within a period of 90 days before April 30th, 2004 or in a like period in any year thereafter. On receipt of such notice the parties to this Collective Agreement shall convene a meeting within fifteen (15) days and bargain in good faith to endeavour to make a new Collective Agreement.

IN WITNESS WHEREOF This Agreement has been executed by the duly authorized officers of the Association, and of the Union, on the 11th day of May 2001.

The Master Insulators' Association International Association of Heat
of Ontario, Inc. and Frost Insulators and Asbestos
Workers, Local 95

Signed by: *Pat Desmarais*

Signed by: *Joe de Wit*

Signed by: *Thomas McAleese*

Signed by: *Wayne Chipman*

SCHEDULE A (Zone 1)

CONSTRUCTION AGREEMENT WAGES and BENEFITS

	<u>PAID BY EMPLOYER</u>							<u>DEDUCT FROM EMPLOYEE</u>			
	Base Rate	Holiday Pay	Benefit Fund	Pension Fund	Living Allowance	Apprentice Fund	Total Employer	Union Due:	Living Allowance	Apprentice Fund	Total Employee
Mechanic	\$29.16	\$2.92	\$1.85	\$4.50	\$0.05	\$0.07	\$38.55	\$1.00	\$0.05	\$0.07	\$1.12
4th Year	\$22.84	\$2.29	\$1.85	\$4.00	\$0.05	\$0.07	\$31.10	\$1.00	\$0.05	\$0.07	\$1.12
3rd Year	\$19.49	\$1.95	\$1.85	\$4.00	\$0.05	\$0.07	\$27.41	\$1.00	\$0.05	\$0.07	\$1.12
2nd Year	\$16.08	\$1.61	\$1.85	\$4.00	\$0.05	\$0.07	\$23.66	\$1.00	\$0.05	\$0.07	\$1.12
1st Year	\$12.75	\$1.27	\$1.85	\$4.00	\$0.05	\$0.07	\$19.99	\$1.00	\$0.05	\$0.07	\$1.12
Probationary	\$15.00	\$1.05					\$16.05	\$1.00			\$1.00
Conditional	\$16.40	\$1.15					\$17.55	\$1.00			\$1.00

ASBESTOS REMOVERS

Probationary	\$11.05	\$0.78					\$11.83	\$0.71			\$0.71
Level One	\$14.25	\$1.00					\$15.25	\$0.71			\$0.71
Level Two	\$16.25	\$1.14					\$17.39	\$0.71			\$0.71
Level Three	\$15.86	\$1.12	\$1.85	\$4.00			\$22.83	\$0.71			\$0.71

NOTES

- (i) The Master Insulators' Association Fund payment is twenty three cents (\$0.23) per hour worked. Except for probationary apprentices and conditional apprentices. [See 15.01 (d) and (f)].
- (ii) The Joint Apprenticeship Committee Fund payment by all employers is seven cents (\$0.07) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 15.01 (e) and (f)].
- (iii) The Living Allowance Fund payment by all employers is twenty five (\$0.25) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 16.02].
- (iv) The remittance of \$1.85 to the Benefit Fund includes the one cent (\$0.01) contribution by the employer and the (\$0.01) one cent deduction from the employee for each hour worked for the De Vovo Treatment Centre
- (v) All probationary asbestos removers will automatically be upgraded to the next pay level in the first pay period after completing 200 hours

EFFECTIVE: June 3, 2001

SCHEDULE B (Zone 2)

CONSTRUCTION AGREEMENT WAGES and BENEFITS

	<u>PAID BY EMPLOYER</u>							<u>DEDUCT FROM EMPLOYEE</u>			
	Base Rate	Holiday Pay	Benefit Fund	Pension Fund	Living Allowance	Apprentice Fund	Total Employer	Union Due:	Living Allowance	Apprentice Fund	Total Employee
Mechanic	\$28.54	\$2.85	\$1.85	\$4.50	\$0.05	\$0.07	\$37.86	\$1.00	\$0.05	\$0.07	\$1.12
4th Year	\$22.35	\$2.23	\$1.85	\$4.00	\$0.05	\$0.07	\$30.55	\$1.00	\$0.05	\$0.07	\$1.12
3rd Year	\$19.04	\$1.90	\$1.85	\$4.00	\$0.05	\$0.07	\$26.91	\$1.00	\$0.05	\$0.07	\$1.12
2nd Year	\$15.71	\$1.57	\$1.85	\$4.00	\$0.05	\$0.07	\$23.25	\$1.00	\$0.05	\$0.07	\$1.12
1st Year	\$12.43	\$1.24	\$1.85	\$4.00	\$0.05	\$0.07	\$19.64	\$1.00	\$0.05	\$0.07	\$1.12
Probationary	\$14.70	\$1.03					\$15.73	\$1.00			\$1.00
Conditional	\$16.40	\$1.15					\$17.55	\$1.00			\$1.00

ASBESTOS REMOVERS

Probationary	\$11.05	\$0.78					\$11.83	\$0.71			\$0.71
Level One	\$14.25	\$1.00					\$15.25	\$0.71			\$0.71
Level Two	\$16.25	\$1.14					\$17.39	\$0.71			\$0.71
Level Three	\$15.86	\$1.12	\$1.85	\$4.00			\$22.83	\$0.71			\$0.71

NOTES

- (i) The Master Insulators' Association Fund payment is twenty three cents (\$0.23) per hour worked. Except for probationary apprentices and conditional apprentices. [See 15.01 (d) and (f)].
- (ii) The Joint Apprenticeship Committee Fund payment by all employers is seven cents (\$0.07) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 15.01 (e) and (f)].
- (iii) The Living Allowance Fund payment by all employers is twenty five (\$0.25) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 16.02].
- (iv) The remittance of \$1.85 to the Benefit Fund includes the one cent (\$0.01) contribution by the employer and the (\$0.01) one cent deduction from the employee for each hour worked for the De Vovo Treatment Centre
- (v) All probationary asbestos removers will automatically be upgraded to the next pay level in the first pay period after completing 200 hours

EFFECTIVE: June 3, 2001

SCHEDULE C (Zone 3)

CONSTRUCTION AGREEMENT WAGES and BENEFITS

	<u>PAID BY EMPLOYER</u>							<u>DEDUCT FROM EMPLOYEE</u>			
	Base Rate	Holiday Pay	Benefit Fund	Pension Fund	Living Allowance	Apprentice Fund	Total Employer	Union Due:	Living Allowance	Apprentice Fund	Total Employee
Mechanic	\$27.46	\$2.75	\$1.85	\$4.50	\$0.05	\$0.07	\$36.68	\$1.00	\$0.05	\$0.07	\$1.12
4th Year	\$21.48	\$2.15	\$1.85	\$4.00	\$0.05	\$0.07	\$29.60	\$1.00	\$0.05	\$0.07	\$1.12
3rd Year	\$18.32	\$1.83	\$1.85	\$4.00	\$0.05	\$0.07	\$26.12	\$1.00	\$0.05	\$0.07	\$1.12
2nd Year	\$15.07	\$1.51	\$1.85	\$4.00	\$0.05	\$0.07	\$22.55	\$1.00	\$0.05	\$0.07	\$1.12
1st Year	\$11.90	\$1.19	\$1.85	\$4.00	\$0.05	\$0.07	\$19.06	\$1.00	\$0.05	\$0.07	\$1.12
Probationary	\$14.07	\$0.99					\$15.06	\$1.00			\$1.00
Conditional	\$16.40	\$1.15					\$17.55	\$1.00			\$1.00

ASBESTOS REMOVERS

Probationary	\$11.05	\$0.78					\$11.83	\$0.71			\$0.71
Level One	\$14.25	\$1.00					\$15.25	\$0.71			\$0.71
Level Two	\$16.25	\$1.14					\$17.39	\$0.71			\$0.71
Level Three	\$15.86	\$1.12	\$1.85	\$4.00			\$22.83	\$0.71			\$0.71

NOTES

- (i) The Master Insulators' Association Fund payment is twenty three cents (\$0.23) per hour worked. Except for probationary apprentices and conditional apprentices. [See 15.01 (d) and (f)].
- (ii) The Joint Apprenticeship Committee Fund payment by all employers is seven cents (\$0.07) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 15.01 (e) and (f)].
- (iii) The Living Allowance Fund payment by all employers is twenty five (\$0.25) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 16.02].
- (iv) The remittance of \$1.85 to the Benefit Fund includes the one cent (\$0.01) contribution by the employer and the (\$0.01) one cent deduction from the employee for each hour worked for the De Vovo Treatment Centre
- (v) All probationary asbestos removers will automatically be upgraded to the next pay level in the first pay period after completing 200 hours

EFFECTIVE: June 3, 2001

SCHEDULE D (Zone 1)

CONSTRUCTION AGREEMENT WAGES and BENEFITS

	<u>PAID BY EMPLOYER</u>							<u>DEDUCT FROM EMPLOYEE</u>			
	Base Rate	Holiday Pay	Benefit Fund	Pension Fund	Living Allowance	Apprentice Fund	Total Employer	Union Due:	Living Allowance	Apprentice Fund	Total Employee
Mechanic	\$29.85	\$2.98	\$1.85	\$4.70	\$0.25	\$0.13	\$39.76	\$1.00	\$0.25	\$0.07	\$1.32
4th Year	\$23.54	\$2.35	\$1.85	\$4.00	\$0.25	\$0.13	\$32.12	\$1.00	\$0.25	\$0.07	\$1.32
3rd Year	\$20.10	\$2.01	\$1.85	\$4.00	\$0.25	\$0.13	\$28.34	\$1.00	\$0.25	\$0.07	\$1.32
2nd Year	\$16.60	\$1.66	\$1.85	\$4.00	\$0.25	\$0.13	\$24.49	\$1.00	\$0.25	\$0.07	\$1.32
1st Year	\$13.18	\$1.32	\$1.85	\$4.00	\$0.25	\$0.13	\$20.73	\$1.00	\$0.25	\$0.07	\$1.32
Probationary	\$15.45	\$1.08					\$16.53	\$1.00			\$1.00
Conditional	\$16.98	\$1.19					\$18.17	\$1.00			\$1.00

ASBESTOS REMOVERS

Probationary	\$11.28	\$0.79					\$12.07	\$0.71			\$0.71
Level One	\$14.53	\$1.02					\$15.55	\$0.71			\$0.71
Level Two	\$16.58	\$1.16					\$17.74	\$0.71			\$0.71
Level Three	\$16.30	\$1.14	\$1.85	\$4.00			\$23.29	\$0.71			\$0.71

NOTES

- (i) The Master Insulators' Association Fund payment is twenty three cents (\$0.23) per hour worked. Except for probationary apprentices and conditional apprentices. [See 15.01 (d) and (f)].
- (ii) The Joint Apprenticeship Committee Fund payment by all employers is seven cents (\$0.07) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 15.01 (e) and (f)].
- (iii) The Living Allowance Fund payment by all employers is twenty five (\$0.25) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 16.02].
- (iv) The remittance of \$1.85 to the Benefit Fund includes the one cent (\$0.01) contribution by the employer and the (\$0.01) one cent deduction from the employee for each hour worked for the De Vovo Treatment Centre

EFFECTIVE: May 1, 2002

SCHEDULE E (Zone 2)

CONSTRUCTION AGREEMENT WAGES and BENEFITS

	<u>PAID BY EMPLOYER</u>							<u>DEDUCT FROM EMPLOYEE</u>			
	Base Rate	Holiday Pay	Benefit Fund	Pension Fund	Living Allowance	Apprentice Fund	Total Employer	Union Due:	Living Allowance	Apprentice Fund	Total Employee
Mechanic	\$29.22	\$2.92	\$1.85	\$4.70	\$0.25	\$0.13	\$39.07	\$1.00	\$0.25	\$0.07	\$1.32
4th Year	\$23.04	\$2.30	\$1.85	\$4.00	\$0.25	\$0.13	\$31.57	\$1.00	\$0.25	\$0.07	\$1.32
3rd Year	\$19.65	\$1.96	\$1.85	\$4.00	\$0.25	\$0.13	\$27.84	\$1.00	\$0.25	\$0.07	\$1.32
2nd Year	\$16.23	\$1.62	\$1.85	\$4.00	\$0.25	\$0.13	\$24.08	\$1.00	\$0.25	\$0.07	\$1.32
1st Year	\$12.86	\$1.29	\$1.85	\$4.00	\$0.25	\$0.13	\$20.38	\$1.00	\$0.25	\$0.07	\$1.32
Probationary	\$15.15	\$1.06					\$16.21	\$1.00			\$1.00
Conditional	\$16.98	\$1.19					\$18.17	\$1.00			\$1.00

ASBESTOS REMOVERS

Probationary	\$11.28	\$0.79					\$12.07	\$0.71			\$0.71
Level One	\$14.53	\$1.02					\$15.55	\$0.71			\$0.71
Level Two	\$16.58	\$1.16					\$17.74	\$0.71			\$0.71
Level Three	\$16.30	\$1.14	\$1.85	\$4.00			\$23.29	\$0.71			\$0.71

NOTES

- (i) The Master Insulators' Association Fund payment is twenty three cents (\$0.23) per hour worked. Except for probationary apprentices and conditional apprentices. [See 15.01 (d) and (f)].
- (ii) The Joint Apprenticeship Committee Fund payment by all employers is seven cents (\$0.07) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 15.01 (e) and (f)].
- (iii) The Living Allowance Fund payment by all employers is twenty five (\$0.25) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 16.02].
- (iv) The remittance of \$1.85 to the Benefit Fund includes the one cent (\$0.01) contribution by the employer and the (\$0.01) one cent deduction from the employee for each hour worked for the De Vovo Treatment Centre
- (v) All probationary asbestos removers will automatically be upgraded to the next pay level in the first pay period after completing 200 hours

EFFECTIVE: May 1, 2002

SCHEDULE F (Zone 3)

CONSTRUCTION AGREEMENT WAGES and BENEFITS

	<u>PAID BY EMPLOYER</u>							<u>DEDUCT FROM EMPLOYEE</u>			
	Base Rate	Holiday Pay	Benefit Fund	Pension Fund	Living Allowance	Apprentice Fund	Total Employer	Union Due:	Living Allowance	Apprentice Fund	Total Employee
Mechanic	\$28.15	\$2.81	\$1.85	\$4.70	\$0.25	\$0.13	\$37.89	\$1.00	\$0.25	\$0.07	\$1.32
4th Year	\$22.17	\$2.22	\$1.85	\$4.00	\$0.25	\$0.13	\$30.62	\$1.00	\$0.25	\$0.07	\$1.32
3rd Year	\$18.93	\$1.89	\$1.85	\$4.00	\$0.25	\$0.13	\$27.05	\$1.00	\$0.25	\$0.07	\$1.32
2nd Year	\$15.59	\$1.56	\$1.85	\$4.00	\$0.25	\$0.13	\$23.38	\$1.00	\$0.25	\$0.07	\$1.32
1st Year	\$12.34	\$1.23	\$1.85	\$4.00	\$0.25	\$0.13	\$19.80	\$1.00	\$0.25	\$0.07	\$1.32
Probationary	\$14.52	\$1.02					\$15.54	\$1.00			\$1.00
Conditional	\$16.98	\$1.19					\$18.17	\$1.00			\$1.00

ASBESTOS REMOVERS

Probationary	\$11.28	\$0.79					\$12.07	\$0.71			\$0.71
Level One	\$14.53	\$1.02					\$15.55	\$0.71			\$0.71
Level Two	\$16.58	\$1.16					\$17.74	\$0.71			\$0.71
Level Three	\$16.30	\$1.14	\$1.85	\$4.00			\$23.29	\$0.71			\$0.71

NOTES

- (i) The Master Insulators' Association Fund payment is twenty three cents (\$0.23) per hour worked. Except for probationary apprentices and conditional apprentices. [See 15.01 (d) and (f)].
- (ii) The Joint Apprenticeship Committee Fund payment by all employers is seven cents (\$0.07) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 15.01 (e) and (f)].
- (iii) The Living Allowance Fund payment by all employers is twenty five (\$0.25) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 16.02].
- (iv) The remittance of \$1.85 to the Benefit Fund includes the one cent (\$0.01) contribution by the employer and the (\$0.01) one cent deduction from the employee for each hour worked for the De Vovo Treatment Centre
- (v) All probationary asbestos removers will automatically be upgraded to the next pay level in the first pay period after completing 200 hours

EFFECTIVE: May 1, 2002

SCHEDULE G (Zone 1)

CONSTRUCTION AGREEMENT WAGES and BENEFITS

	<u>PAID BY EMPLOYER</u>							<u>DEDUCT FROM EMPLOYEE</u>			
	Base Rate	Holiday Pay	Benefit Fund	Pension Fund	Living Allowance	Apprentice Fund	Total Employer	Union Due:	Living Allowance	Apprentice Fund	Total Employee
Mechanic	\$30.44	\$3.04	\$1.85	\$5.00	\$0.05	\$0.07	\$40.45	\$1.00	\$0.05	\$0.07	\$1.12
4th Year	\$24.23	\$2.42	\$1.85	\$4.00	\$0.05	\$0.07	\$32.62	\$1.00	\$0.05	\$0.07	\$1.12
3rd Year	\$20.71	\$2.07	\$1.85	\$4.00	\$0.05	\$0.07	\$28.75	\$1.00	\$0.05	\$0.07	\$1.12
2nd Year	\$17.12	\$1.71	\$1.85	\$4.00	\$0.05	\$0.07	\$24.80	\$1.00	\$0.05	\$0.07	\$1.12
1st Year	\$13.62	\$1.36	\$1.85	\$4.00	\$0.05	\$0.07	\$20.95	\$1.00	\$0.05	\$0.07	\$1.12
Probationary	\$15.90	\$1.11					\$17.01	\$1.00			\$1.00
Conditional	\$17.56	\$1.23					\$18.79	\$1.00			\$1.00

ASBESTOS REMOVERS

Probationary	\$11.62	\$0.81					\$12.43	\$0.71			\$0.71
Level One	\$14.97	\$1.05					\$16.02	\$0.71			\$0.71
Level Two	\$17.07	\$1.20					\$18.27	\$0.71			\$0.71
Level Three	\$16.95	\$1.19	\$1.85	\$4.00			\$23.99	\$0.71			\$0.71

NOTES

- (i) The Master Insulators' Association Fund payment is twenty three cents (\$0.23) per hour worked. Except for probationary apprentices and conditional apprentices. [See 15.01 (d) and (f)].
- (ii) The Joint Apprenticeship Committee Fund payment by all employers is seven cents (\$0.07) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 15.01 (e) and (f)].
- (iii) The Living Allowance Fund payment by all employers is twenty five (\$0.25) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 16.02].
- (iv) The remittance of \$1.85 to the Benefit Fund includes the one cent (\$0.01) contribution by the employer and the (\$0.01) one cent deduction from the employee for each hour worked for the De Vovo Treatment Centre
- (v) All probationary asbestos removers will automatically be upgraded to the next pay level in the first pay period after completing 200 hours

EFFECTIVE: May 1, 2003

SCHEDULE H (Zone 2)

CONSTRUCTION AGREEMENT WAGES and BENEFITS

	<u>PAID BY EMPLOYER</u>							<u>DEDUCT FROM EMPLOYEE</u>			
	Base Rate	Holiday Pay	Benefit Fund	Pension Fund	Living Allowance	Apprentice Fund	Total Employer	Union Due:	Living Allowance	Apprentice Fund	Total Employee
Mechanic	\$29.81	\$2.98	\$1.85	\$5.00	\$0.05	\$0.07	\$39.76	\$1.00	\$0.05	\$0.07	\$1.12
4th Year	\$23.73	\$2.37	\$1.85	\$4.00	\$0.05	\$0.07	\$32.07	\$1.00	\$0.05	\$0.07	\$1.12
3rd Year	\$20.25	\$2.03	\$1.85	\$4.00	\$0.05	\$0.07	\$28.25	\$1.00	\$0.05	\$0.07	\$1.12
2nd Year	\$16.75	\$1.67	\$1.85	\$4.00	\$0.05	\$0.07	\$24.39	\$1.00	\$0.05	\$0.07	\$1.12
1st Year	\$13.30	\$1.33	\$1.85	\$4.00	\$0.05	\$0.07	\$20.60	\$1.00	\$0.05	\$0.07	\$1.12
Probationary	\$15.60	\$1.09					\$16.69	\$1.00			\$1.00
Conditional	\$17.56	\$1.23					\$18.79	\$1.00			\$1.00

ASBESTOS REMOVERS

Probationary	\$11.62	\$0.81					\$12.43	\$0.71			\$0.71
Level One	\$14.97	\$1.05					\$16.02	\$0.71			\$0.71
Level Two	\$17.07	\$1.20					\$18.27	\$0.71			\$0.71
Level Three	\$16.95	\$1.19	\$1.85	\$4.00			\$23.99	\$0.71			\$0.71

NOTES

- (i) The Master Insulators' Association Fund payment is twenty three cents (\$0.23) per hour worked. Except for probationary apprentices and conditional apprentices. [See 15.01 (d) and (f)].
- (ii) The Joint Apprenticeship Committee Fund payment by all employers is seven cents (\$0.07) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 15.01 (e) and (f)].
- (iii) The Living Allowance Fund payment by all employers is twenty five (\$0.25) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 16.02].
- (iv) The remittance of \$1.85 to the Benefit Fund includes the one cent (\$0.01) contribution by the employer and the (\$0.01) one cent deduction from the employee for each hour worked for the De Vovo Treatment Centre
- (v) All probationary asbestos removers will automatically be upgraded to the next pay level in the first pay period after completing 200 hours

EFFECTIVE: May 1, 2003

SCHEDULE I (Zone 3)

CONSTRUCTION AGREEMENT WAGES and BENEFITS

	<u>PAID BY EMPLOYER</u>							<u>DEDUCT FROM EMPLOYEE</u>			
	Base Rate	Holiday Pay	Benefit Fund	Pension Fund	Living Allowance	Apprentice Fund	Total Employer	Union Due:	Living Allowance	Apprentice Fund	Total Employee
Mechanic	\$28.74	\$2.87	\$1.85	\$5.00	\$0.05	\$0.07	\$38.58	\$1.00	\$0.05	\$0.07	\$1.12
4th Year	\$22.86	\$2.29	\$1.85	\$4.00	\$0.05	\$0.07	\$31.12	\$1.00	\$0.05	\$0.07	\$1.12
3rd Year	\$19.54	\$1.95	\$1.85	\$4.00	\$0.05	\$0.07	\$27.46	\$1.00	\$0.05	\$0.07	\$1.12
2nd Year	\$16.11	\$1.61	\$1.85	\$4.00	\$0.05	\$0.07	\$23.69	\$1.00	\$0.05	\$0.07	\$1.12
1st Year	\$12.77	\$1.28	\$1.85	\$4.00	\$0.05	\$0.07	\$20.02	\$1.00	\$0.05	\$0.07	\$1.12
Probationary	\$14.97	\$1.05					\$16.02	\$1.00			\$1.00
Conditional	\$17.56	\$1.23					\$18.79	\$1.00			\$1.00

ASBESTOS REMOVERS

Probationary	\$11.62	\$0.81					\$12.43	\$0.71			\$0.71
Level One	\$14.97	\$1.05					\$16.02	\$0.71			\$0.71
Level Two	\$17.07	\$1.20					\$18.27	\$0.71			\$0.71
Level Three	\$16.95	\$1.19	\$1.85	\$4.00			\$23.99	\$0.71			\$0.71

NOTES

- (i) The Master Insulators' Association Fund payment is twenty three cents (\$0.23) per hour worked. Except for probationary apprentices and conditional apprentices. [See 15.01 (d) and (f)].
- (ii) The Joint Apprenticeship Committee Fund payment by all employers is seven cents (\$0.07) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 15.01 (e) and (f)].
- (iii) The Living Allowance Fund payment by all employers is twenty five (\$0.25) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 16.02].
- (iv) The remittance of \$1.85 to the Benefit Fund includes the one cent (\$0.01) contribution by the employer and the (\$0.01) one cent deduction from the employee for each hour worked for the De Vovo Treatment Centre
- (v) All probationary asbestos removers will automatically be upgraded to the next pay level in the first pay period after completing 200 hours

EFFECTIVE: May 1, 2003

The following companies are Active Members of The Master Insulators' Association of Ontario Inc. as of May 1, 2001:

<u>COMPANY NAME</u>	<u>REPRESENTATIVE</u>
A&J Insulation Ltd.	John Fowler
A&S Inorganic Technologies Inc.	Kim Hearing
Adam's Industrial Insulations Ltd.	Junior Adams
All Temperature Thermal Insulations	Randy Sloane
All-Guard Insulations	Allan Beattie
Allen's Insulation	Allen Martell
Almac Insulation Co. Ltd.	Connie MacKendrick
Alpine Insulation Limited	Ray St. Amand
Andre Gauvreau Insulation	Andre Gauvreau
Andritz-Ahlstrom (KCI Construction)	Lance Thomas
B & D Insulation Ltd.	Jim Barnes
Blandford (Industrial Insulation) Construction Services	J.R. Blandford
BML Multi Trades Group Ltd	Jim Thomson
Bomben Plumbing & Heating Ltd.	Sylvia Basso
Brampton Contracting Ltd.	Frank Falconi
C & S Insulation Inc.	Robert Crocker
Caledon Insulation	Lance Hearsum
Catalytic Maintenance Inc	
Centra Gas & Mechanical Ltd.	Bill Hughes
Choice Environmental Services	Joseph Ascenzo
Clemco Insulation, 772670 Ontario Ltd.	Joan Clements
Complete Insulation Services (Ontario) Inc.	Jeff Maude
Cooper's Mechanical Insulation	Maurice Cooper
Crossby Dewar Projects Inc.	Lou Camara
Crossby Environmental Ltd.	Manuel Camara
Custom Insulation Systems	Joe Fabing
D & E Insulation	Eve Sigfrid
D & F Insulation Ltd.	John O'Brian
Dannis Contracting Ltd.	Aline Ross
Dewar Insulations Ltd.	Scott Dewar
Diamond Associates Insulation	Steve Thompson
DIS, 1312539 Ontario Ltd.	Steward Dewar
DML Mechanical Commercial Industrial Insulation	David Doherty
Dominion Maintenance Ltd.	Dorothy Ivey
Don Valley Environmental Inc.	Keith Barranger
Don Valley Insulation Ltd.	Keith Barranger

E.S. Fox Limited
Energysystem Insulation Ltd.
EnviroSafe Inc.
Felix Patry Insulation Ltd.
Fibrtec Mechanical Insulations
Four Jewel Insulation Ltd.
G & L Insulation Co. Inc.
G & R Mechanical Insulation, 1382667 Ontario Ltd.
Glencoe Insulation Co. Ltd.
Global Insulation & Renovations
Globe Insulation Co. Ltd.
Guaranteed Insulation 77 Limited
Hammond Mechanical Insulation Ltd.
Inscan Contractors (Ontario) Inc.
Insulcana Contracting Ltd.
Insultek (Sarnia) Inc.
Interprovincial Insulation Inc.
Isolation Thermique B.L.
J. Hill Insulation Limited
J.P.L. Contracting, 1335664 Ontario Ltd.
Jonco Insulation
JSK Insulation
K.W. Covering & Cladding
K's Insulation Ltd.
Keating Insulation Inc.
Kemp-Felt Insulation Ltd.
KLT Insulation Incorporated
Kvaener Sheaffer Townsend Ltd.
L & N Insulation
LaDanna Insulation
Lagen Insulation
Lakehead Insulation Contracting (1981) Ltd.
Laurentian Insulations 1982 Limited
Lewis Insul-Metal Systems Inc.
M-X Insulation
Matkovic Holdings Ltd.
McGowan Insulations
McLean Insulations
Misco Insulation Company Ltd.
Morrissey Insulation Inc.
Napier Insulation, 976604 Ontario Inc.
North Hastings Insulation
North Shore Insulations (Sault) Ltd.

Sharon Lanigan
Lino Costa
Gord Collins
Felix Patry
Jim Hewitt
Howard McLaren
Barry Kozlowski
Greg Sherboneau
Brenda Ewing
Bill Connor
Ben Shing
Tom Kirton Jr.
Ted Hammond
Dan Millington
Pat Desmarais
John Shymko
Cam Phibbs
Denis Brissette
Jake Hill
Jean-Paul Legault
Susan Roberts
John Kovach
Wayne Boniface
Mike Koyan
Walter Keating
Michael Shaughnessy
Dave Swankie
Rob Girvan
Leonard Teal
Larry Teal
George Hewitt
Bill Siemens
Paul Seelig
Ross Lewis
Marty Vandervelden
John Erwin Jr.
Robert McGowan
Brian McLean
Ken LaBelle
Walter Morrissey
Ken Napier
David Hurst
Lloyd Frost

Oblender Insulation Inc.	Bill Oblender
Omni Insulation Inc.	Michael Wright
Ontario Insulation (Oshawa) Ltd.	Steve Brown
Opti-Tech Enterprises (Corunna) Ltd.	Karen Allen
Peel Insulation	Peter Krenn
Precision Insulation	Lee Lavac
Pro Insul Limited	Jim Ferguson
Q-Tech Ltd.	George Watson
Qualified Insulation Ltd.	Frances Myre
Quality Insulation Ltd.	John Vella
R-Team Insulation Ltd.	Ray McLaren
Reliable Insulation Ltd.	Guy Weston
Rudco Insulation Limited	Ruddy Ricci
Rugged Air Systems Ltd.	Richard Rocco
Scotco Insulation Services Inc.	Gerry Morrow
Springwater Insulation	Steve Smith
St. Lawrence Insulation Co. Limited	Don Williamson
Summit Insulation Inc.	Ivan Hebert
Superior Insulation Services Inc.	Jane Edwards
Sutherland-Schultz Inc.	Angelo Ceccato
T-Mac Insulation Ltd.	Tom McAleese
Thermec Insulations Services Ltd.	Dave Pullyblank
Thermo Systems Insulation Ltd.	Dave Thompson
Thermotek Insulation Inc.	Helmet Schollmaier
Thunder Bay Insulations Limited	Mike Kohanski
Tornado Insulation Ltd.	Guy Belisle
Total Support Services	
Triangle Insulation	Jerry Wildshank
True North Insulation Ltd.	Richard Plue
Ultima Insulation Ltd.	Jim Fucco
Vanos Insulations Ltd.	John Vanos
Victoria Insulation Ltd.	Joe Miklas
Vollmer & Associates Contractors Ltd.	Brad Vollmer
Whitby Insulation Ltd.	Norma King
White & Greer Company Ltd.	Dave Thomas
Wise Insulation Ltd.	Joy Wise

MAINTENANCE AGREEMENT

BETWEEN

**THE MASTER INSULATORS' ASSOCIATION
OF ONTARIO INC.**

- AND -

**INTERNATIONAL ASSOCIATION OF HEAT
AND FROST INSULATORS AND ASBESTOS
WORKERS, and THE INTERNATIONAL
ASSOCIATION OF HEAT AND FROST
INSULATORS AND ASBESTOS WORKERS,
LOCAL 95**

EFFECTIVE: JUNE 3, 2001 TO APRIL 30, 2004

MAINTENANCE AGREEMENT

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SCHEDULE N - ZONE 2 WAGES AND BENEFITS - EFFECTIVE May 1, 2001

SCHEDULE O - ZONE 3 WAGES AND BENEFITS - EFFECTIVE May 1, 2001

SCHEDULE P - ZONE 1 WAGES AND BENEFITS - EFFECTIVE MAY 1, 2002

SCHEDULE Q - ZONE 2 WAGES AND BENEFITS - EFFECTIVE MAY 1, 2002

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SCHEDULE S - ZONE 1 WAGES AND BENEFITS - EFFECTIVE MAY 1, 2003

SCHEDULE T - ZONE 2 WAGES AND BENEFITS - EFFECTIVE MAY 1, 2003

SCHEDULE U - ZONE 3 WAGES AND BENEFITS - EFFECTIVE MAY 1, 2003

PREAMBLE

THIS AGREEMENT made as of the 1st day of May 2001 by and between:

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.,
(hereinafter called "the Association"),

- and -

INTERNATIONAL ASSOCIATION OF HEAT AND FROST
INSULATORS AND ASBESTOS WORKERS, and THE
INTERNATIONAL ASSOCIATION OF HEAT AND FROST
INSULATORS AND ASBESTOS WORKERS, LOCAL 95,
(hereinafter called "the Union"),

WHEREAS the parties have entered into a provincial collective agreement dated June 3, 2001 and herein after referred to as Construction Agreement and whereas Clause 1.02 (a) of such agreement permits work to be performed under a Maintenance Agreement and whereas the parties have agreed to the terms of a Maintenance Agreement.

The parties agree to enter into a collective agreement with respect to all maintenance work.

NOW THEREFORE, THIS AGREEMENT WITNESSETH:

ARTICLE 1

DEFINITION OF MAINTENANCE WORK

1.01

Definition of maintenance work:

- (a) Maintenance shall be work performed for the repair, renovation, revamp and upkeep of property, machinery and equipment within the limits of the plant property.
- (b) 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 replacement of an entire process system installation in a plant in order to increase production.
- (c) Addition of spare machinery or equipment may be done under maintenance agreement provided it is for debottle-necking purpose. Example: There are two existing pumps. Both pumps are required to run at all times to maintain full production. A spare may be added for the purpose of having one pump down for maintenance.
- (d) Changes to existing units for reason of feed stock changes or fuel changes shall be maintenance.
- (e) The interpretation of maintenance work shall be in accordance with the General Presidents' Committee for Contract Maintenance in Canada.
- (f) The word *repair* used within the terms of this Agreement and in connection with maintenance, is work requested to restore by replacement or by revamp of parts of existing facilities of efficient operating conditions.
- (g) The scope of this Agreement does not cover work performed by the Company of a new construction nature which is work required to erect new facilities in which event the work shall be done in accordance with Construction Agreement.
- (h) The Union and the Company understand that the Owner may, at his or her discretion, choose to perform or directly subcontract work for any part or parts of the work necessary in his or her plant.

ARTICLE 2

TERMS AND CONDITIONS

2.01

All terms and conditions of the annexed Construction Agreement apply and are part of this Agreement except:

- (a) Mechanics, apprentices and conditional apprentices shall receive wages as detailed in **Schedules M,N,O,P,Q,R,S,T and U**.
- (b) Vacation pay and statutory holiday pay percentages shall be the same as in the Construction Agreement. (See Paragraphs 9.05 (a) and 9.05 (b) (ii).
- (c) Deductions from employees and contributions by employers shall be the same as Articles 15 and 16 of the annexed Construction Agreement.
- (d) The standard work week shall be forty (40) hours; five (5) days at eight (8) hours per day, excluding holidays.

2.02 (a)

Clause 10.04 does not apply.

2.02 (b) **Travel Expense Zone :**

Between thirty (30) miles radius and fifty (50) miles radius; travel expenses: **\$10.00** per working day. If an employee lives within a thirty (30) mile radius of the job site, travel expenses do not apply.

2.02 (c)

When an employee is employed at a job site location (project), that is over fifty (50) miles radius from his or her Listed Municipality, and he or she is eligible to receive Daily Living Allowance; the employee will receive travel expenses as detailed in Travel Expense Zone 9 of the Construction Agreement if the employee returns home daily. The employee will not be eligible to receive the daily living allowance. The payment will be made by:

- (i) The employer, when the employer is responsible for paying the daily living allowance.
- (ii) The Living Allowance Trust Fund, when the Living Allowance Trust Fund is responsible for paying the daily living allowance.

ARTICLE 3

PAY EQUITY PLAN

3.01 EFFECTIVE DATE

To meet the requirements of the Pay Equity Act R.S.O. 1990 ch. P.7; the Association and the Union have agreed to the following Pay Equity Plan, which is effective from January 1, 1990:

3.02 ESTABLISHMENT

The Establishment is defined to be all employees in the Province of Ontario who are represented by the Union and who are employed by employers for whom The Master Insulators' Association of Ontario, Inc. is the exclusive bargaining agency.

3.03 GENDER - PREDOMINANT JOB CLASSES

The following job classes have been identified and determined to be male-dominated by both the Association and the Union:

Foreperson, Mechanic, Apprentice, Conditional Apprentice, Asbestos Remover.

3.04 METHOD OF COMPARISON

No female-dominated job classes were identified, therefore, no comparisons were necessary.

3.05 FUTURE AMENDMENT

The Association and the Union agree that they will meet to amend this Pay Equity Plan to conform with the Pay Equity Act in the event that female dominated job classes are subsequently identified.

3.06 SUMMATION

The Association and the Union agree that all Pay Equity Act requirements have been met for the bargaining unit employees.

ARTICLE 4

DURATION AND RENEWAL OF AGREEMENT

This Agreement shall become effective on the 1st day of May, 2001 and shall remain in full force and effect until the 30th day of April 2004 and shall continue in force from year to year thereafter until either party shall furnish the other with notice of termination of or proposed revision of this Agreement within a period of 90 days before April 30th, 2004 or in a like period in any year thereafter. On receipt of such notice the parties to this Collective Agreement shall convene a meeting within fifteen (15) days and bargain in good faith to endeavour to make a new Collective Agreement.

IN WITNESS THEREOF This Agreement has been executed by the duly authorized officers of the Association, and of the Union, on the 3rd day of June 2001.

The Master Insulators' Association
Ontario, Inc.

International Association of Heat of
and Frost Insulators and Asbestos
Workers, Local 95

Signed by: *Pat Desmarais*

Signed by: *Joe de Wit*

Signed by: *Thomas McAleese*

Signed by: *Wayne Chipman*

SCHEDULE M (Zone 1)

MAINTENANCE AGREEMENT WAGES and BENEFITS

	<u>PAID BY EMPLOYER</u>							<u>DEDUCT FROM EMPLOYEE</u>			
	Base Rate	Holiday Pay	Benefit Fund	Pension Fund	Living Allowance	Apprentice Fund	Total Employer	Union Due:	Living Allowance	Apprentice Fund	Total Employee
Mechanic	\$27.40	\$2.74	\$1.85	\$4.50	\$0.05	\$0.07	\$36.61	\$1.00	\$0.05	\$0.07	\$1.12
4th Year	\$20.97	\$2.10	\$1.85	\$4.00	\$0.05	\$0.07	\$29.04	\$1.00	\$0.05	\$0.07	\$1.12
3rd Year	\$17.87	\$1.79	\$1.85	\$4.00	\$0.05	\$0.07	\$25.63	\$1.00	\$0.05	\$0.07	\$1.12
2nd Year	\$14.75	\$1.47	\$1.85	\$4.00	\$0.05	\$0.07	\$22.19	\$1.00	\$0.05	\$0.07	\$1.12
1st Year	\$11.65	\$1.17	\$1.85	\$4.00	\$0.05	\$0.07	\$18.79	\$1.00	\$0.05	\$0.07	\$1.12
Probationary	\$13.81	\$0.97					\$14.78	\$1.00			\$1.00
Conditional	\$15.87	\$1.11					\$16.98	\$1.00			\$1.00

NOTES

- (i) The Master Insulators' Association Fund payment is twenty three cents (\$0.23) per hour worked. Except for probationary apprentices and conditional apprentices. [See 15.01 (d) and (f)].
- (ii) The Joint Apprenticeship Committee Fund payment by all employers is seven cents (\$0.07) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 15.01 (e) and (f)].
- (iii) The Living Allowance Fund payment by all employers is twenty five (\$0.25) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 16.02].
- (iv) The remittance of \$1.85 to the Benefit Fund includes the one cent (\$0.01) contribution by the employer and the (\$0.01) one cent deduction from the employee for each hour worked for the De Vovo Treatment Centre
- (v) All probationary asbestos removers will automatically be upgraded to the next pay level in the first pay period after completing 200 hours

EFFECTIVE: May 1, 2001

SCHEDULE N (Zone 2)

MAINTENANCE AGREEMENT WAGES and BENEFITS

	<u>PAID BY EMPLOYER</u>							<u>DEDUCT FROM EMPLOYEE</u>			
	Base Rate	Holiday Pay	Benefit Fund	Pension Fund	Living Allowance	Apprentice Fund	Total Employer	Union Due:	Living Allowance	Apprentice Fund	Total Employee
Mechanic	\$26.77	\$2.68	\$1.85	\$4.50	\$0.05	\$0.07	\$35.92	\$1.00	\$0.05	\$0.07	\$1.12
4th Year	\$20.48	\$2.05	\$1.85	\$4.00	\$0.05	\$0.07	\$28.50	\$1.00	\$0.05	\$0.07	\$1.12
3rd Year	\$17.43	\$1.74	\$1.85	\$4.00	\$0.05	\$0.07	\$25.14	\$1.00	\$0.05	\$0.07	\$1.12
2nd Year	\$14.38	\$1.44	\$1.85	\$4.00	\$0.05	\$0.07	\$21.79	\$1.00	\$0.05	\$0.07	\$1.12
1st Year	\$11.35	\$1.13	\$1.85	\$4.00	\$0.05	\$0.07	\$18.45	\$1.00	\$0.05	\$0.07	\$1.12
Probationary	\$13.52	\$0.95					\$14.47	\$1.00			\$1.00
Conditional	\$15.87	\$1.11					\$16.98	\$1.00			\$1.00

NOTES

- (i) The Master Insulators' Association Fund payment is twenty three cents (\$0.23) per hour worked. Except for probationary apprentices and conditional apprentices. [See 15.01 (d) and (f)].
- (ii) The Joint Apprenticeship Committee Fund payment by all employers is seven cents (\$0.07) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 15.01 (e) and (f)].
- (iii) The Living Allowance Fund payment by all employers is twenty five (\$0.25) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 16.02].
- (iv) The remittance of \$1.85 to the Benefit Fund includes the one cent (\$0.01) contribution by the employer and the (\$0.01) one cent deduction from the employee for each hour worked for the De Vovo Treatment Centre
- (v) All probationary asbestos removers will automatically be upgraded to the next pay level in the first pay period after completing 200 hours

EFFECTIVE: May 1, 2001

SCHEDULE O (Zone 3)

MAINTENANCE AGREEMENT WAGES and BENEFITS

	<u>PAID BY EMPLOYER</u>							<u>DEDUCT FROM EMPLOYEE</u>			
	Base Rate	Holiday Pay	Benefit Fund	Pension Fund	Living Allowance	Apprentice Fund	Total Employer	Union Due:	Living Allowance	Apprentice Fund	Total Employer
Mechanic	\$25.70	\$2.57	\$1.85	\$4.50	\$0.05	\$0.07	\$34.74	\$1.00	\$0.05	\$0.07	\$1.12
4th Year	\$19.84	\$1.98	\$1.85	\$4.00	\$0.05	\$0.07	\$27.79	\$1.00	\$0.05	\$0.07	\$1.12
3rd Year	\$16.71	\$1.67	\$1.85	\$4.00	\$0.05	\$0.07	\$24.35	\$1.00	\$0.05	\$0.07	\$1.12
2nd Year	\$13.75	\$1.38	\$1.85	\$4.00	\$0.05	\$0.07	\$21.10	\$1.00	\$0.05	\$0.07	\$1.12
1st Year	\$10.82	\$1.09	\$1.85	\$4.00	\$0.05	\$0.07	\$17.88	\$1.00	\$0.05	\$0.07	\$1.12
Probationary	\$12.93	\$0.91					\$13.84	\$1.00			\$1.00
Conditional	\$15.87	\$1.11					\$16.98	\$1.00			\$1.00

NOTES

- (i) The Master Insulators' Association Fund payment is twenty three cents (\$0.23) per hour worked. Except for probationary apprentices and conditional apprentices. [See 15.01 (d) and (f)].
- (ii) The Joint Apprenticeship Committee Fund payment by all employers is seven cents (\$0.07) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 15.01 (e) and (f)].
- (iii) The Living Allowance Fund payment by all employers is twenty five (\$0.25) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 16.02].
- (iv) The remittance of \$1.85 to the Benefit Fund includes the one cent (\$0.01) contribution by the employer and the (\$0.01) one cent deduction from the employee for each hour worked for the De Vovo Treatment Centre
- (v) All probationary asbestos removers will automatically be upgraded to the next pay level in the first pay period after completing 200 hours

EFFECTIVE: May 1, 2001

SCHEDULE P (Zone 1)

MAINTENANCE AGREEMENT WAGES and BENEFITS

	<u>PAID BY EMPLOYER</u>							<u>DEDUCT FROM EMPLOYEE</u>			
	Base Rate	Holiday Pay	Benefit Fund	Pension Fund	Living Allowance	Apprentice Fund	Total Employer	Union Due:	Living Allowance	Apprentice Fund	Total Employee
Mechanic	\$28.04	\$2.80	\$1.85	\$4.70	\$0.25	\$0.13	\$37.77	\$1.00	\$0.25	\$0.07	\$1.32
4th Year	\$21.63	\$2.16	\$1.85	\$4.00	\$0.25	\$0.13	\$30.02	\$1.00	\$0.25	\$0.07	\$1.32
3rd Year	\$18.45	\$1.84	\$1.85	\$4.00	\$0.25	\$0.13	\$26.52	\$1.00	\$0.25	\$0.07	\$1.32
2nd Year	\$15.24	\$1.52	\$1.85	\$4.00	\$0.25	\$0.13	\$22.99	\$1.00	\$0.25	\$0.07	\$1.32
1st Year	\$12.06	\$1.21	\$1.85	\$4.00	\$0.25	\$0.13	\$19.50	\$1.00	\$0.25	\$0.07	\$1.32
Probationary	\$14.23	\$1.00					\$15.23	\$1.00			\$1.00
Conditional	\$16.42	\$1.15					\$17.57	\$1.00			\$1.00

NOTES

- (i) The Master Insulators' Association Fund payment is twenty three cents (\$0.23) per hour worked. Except for probationary apprentices and conditional apprentices. [See 15.01 (d) and (f)].
- (ii) The Joint Apprenticeship Committee Fund payment by all employers is seven cents (\$0.07) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 15.01 (e) and (f)].
- (iii) The Living Allowance Fund payment by all employers is twenty five (\$0.25) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 16.02].
- (iv) The remittance of \$1.85 to the Benefit Fund includes the one cent (\$0.01) contribution by the employer and the (\$0.01) one cent deduction from the employee for each hour worked for the De Vovo Treatment Centre

EFFECTIVE: May 1, 2002

SCHEDULE Q (Zone 2)

MAINTENANCE AGREEMENT WAGES and BENEFITS

	<u>PAID BY EMPLOYER</u>							<u>DEDUCT FROM EMPLOYEE</u>			
	Base Rate	Holiday Pay	Benefit Fund	Pension Fund	Living Allowance	Apprentice Fund	Total Employer	Union Due:	Living Allowance	Apprentice Fund	Total Employee
Mechanic	\$27.41	\$2.74	\$1.85	\$4.70	\$0.25	\$0.13	\$37.08	\$1.00	\$0.25	\$0.07	\$1.32
4th Year	\$21.14	\$2.11	\$1.85	\$4.00	\$0.25	\$0.13	\$29.48	\$1.00	\$0.25	\$0.07	\$1.32
3rd Year	\$18.00	\$1.80	\$1.85	\$4.00	\$0.25	\$0.13	\$26.03	\$1.00	\$0.25	\$0.07	\$1.32
2nd Year	\$14.87	\$1.49	\$1.85	\$4.00	\$0.25	\$0.13	\$22.59	\$1.00	\$0.25	\$0.07	\$1.32
1st Year	\$11.75	\$1.18	\$1.85	\$4.00	\$0.25	\$0.13	\$19.16	\$1.00	\$0.25	\$0.07	\$1.32
Probationary	\$13.94	\$0.98					\$14.92	\$1.00			\$1.00
Conditional	\$16.42	\$1.15					\$17.57	\$1.00			\$1.00

NOTES

- (i) The Master Insulators' Association Fund payment is twenty three cents (\$0.23) per hour worked. Except for probationary apprentices and conditional apprentices. [See 15.01 (d) and (f)].
- (ii) The Joint Apprenticeship Committee Fund payment by all employers is seven cents (\$0.07) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 15.01 (e) and (f)].
- (iii) The Living Allowance Fund payment by all employers is twenty five (\$0.25) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 16.02].
- (iv) The remittance of \$1.85 to the Benefit Fund includes the one cent (\$0.01) contribution by the employer and the (\$0.01) one cent deduction from the employee for each hour worked for the De Vovo Treatment Centre

EFFECTIVE: May 1, 2002

SCHEDULE R (Zone 3)

MAINTENANCE AGREEMENT WAGES and BENEFITS

	<u>PAID BY EMPLOYER</u>							<u>DEDUCT FROM EMPLOYEE</u>			
	Base Rate	Holiday Pay	Benefit Fund	Pension Fund	Living Allowance	Apprentice Fund	Total Employer	Union Due:	Living Allowance	Apprentice Fund	Total Employee
Mechanic	\$26.34	\$2.63	\$1.85	\$4.70	\$0.25	\$0.13	\$35.90	\$1.00	\$0.25	\$0.07	\$1.32
4th Year	\$20.49	\$2.05	\$1.85	\$4.00	\$0.25	\$0.13	\$28.77	\$1.00	\$0.25	\$0.07	\$1.32
3rd Year	\$17.28	\$1.73	\$1.85	\$4.00	\$0.25	\$0.13	\$25.24	\$1.00	\$0.25	\$0.07	\$1.32
2nd Year	\$14.25	\$1.42	\$1.85	\$4.00	\$0.25	\$0.13	\$21.90	\$1.00	\$0.25	\$0.07	\$1.32
1st Year	\$11.24	\$1.12	\$1.85	\$4.00	\$0.25	\$0.13	\$18.59	\$1.00	\$0.25	\$0.07	\$1.32
Probationary	\$13.36	\$0.93					\$14.29	\$1.00			\$1.00
Conditional	\$16.42	\$1.15					\$17.57	\$1.00			\$1.00

NOTES

- (i) The Master Insulators' Association Fund payment is twenty three cents (\$0.23) per hour worked. Except for probationary apprentices and conditional apprentices. [See 15.01 (d) and (f)].
- (ii) The Joint Apprenticeship Committee Fund payment by all employers is seven cents (\$0.07) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 15.01 (e) and (f)].
- (iii) The Living Allowance Fund payment by all employers is twenty five (\$0.25) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 16.02].
- (iv) The remittance of \$1.85 to the Benefit Fund includes the one cent (\$0.01) contribution by the employer and the (\$0.01) one cent deduction from the employee for each hour worked for the De Vovo Treatment Centre

EFFECTIVE: May 1, 2002

SCHEDULE S (Zone 1)

MAINTENANCE AGREEMENT WAGES and BENEFITS

	<u>PAID BY EMPLOYER</u>							<u>DEDUCT FROM EMPLOYEE</u>			
	Base Rate	Holiday Pay	Benefit Fund	Pension Fund	Living Allowance	Apprentice Fund	Total Employer	Union Due:	Living Allowance	Apprentice Fund	Total Employee
Mechanic	\$28.58	\$2.86	\$1.85	\$5.00	\$0.05	\$0.07	\$38.41	\$1.00	\$0.05	\$0.07	\$1.12
4th Year	\$22.28	\$2.23	\$1.85	\$4.00	\$0.05	\$0.07	\$30.48	\$1.00	\$0.05	\$0.07	\$1.12
3rd Year	\$19.02	\$1.90	\$1.85	\$4.00	\$0.05	\$0.07	\$26.89	\$1.00	\$0.05	\$0.07	\$1.12
2nd Year	\$15.73	\$1.57	\$1.85	\$4.00	\$0.05	\$0.07	\$23.27	\$1.00	\$0.05	\$0.07	\$1.12
1st Year	\$12.47	\$1.25	\$1.85	\$4.00	\$0.05	\$0.07	\$19.69	\$1.00	\$0.05	\$0.07	\$1.12
Probationary	\$14.65	\$1.03					\$15.68	\$1.00			\$1.00
Conditional	\$16.97	\$1.19					\$18.16	\$1.00			\$1.00

NOTES

- (i) The Master Insulators' Association Fund payment is twenty three cents (\$0.23) per hour worked. Except for probationary apprentices and conditional apprentices. [See 15.01 (d) and (f)].
- (ii) The Joint Apprenticeship Committee Fund payment by all employers is seven cents (\$0.07) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 15.01 (e) and (f)].
- (iii) The Living Allowance Fund payment by all employers is twenty five (\$0.25) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 16.02].
- (iv) The remittance of \$1.85 to the Benefit Fund includes the one cent (\$0.01) contribution by the employer and the (\$0.01) one cent deduction from the employee for each hour worked for the De Vovo Treatment Centre
- (v) All probationary asbestos removers will automatically be upgraded to the next pay level in the first pay period after completing 200 hours

EFFECTIVE: May 1, 2003

SCHEDULE T (Zone 2)

MAINTENANCE AGREEMENT WAGES and BENEFITS

	<u>PAID BY EMPLOYER</u>							<u>DEDUCT FROM EMPLOYEE</u>			
	Base Rate	Holiday Pay	Benefit Fund	Pension Fund	Living Allowance	Apprentice Fund	Total Employer	Union Due:	Living Allowance	Apprentice Fund	Total Employee
Mechanic	\$27.95	\$2.80	\$1.85	\$5.00	\$0.05	\$0.07	\$37.72	\$1.00	\$0.05	\$0.07	\$1.12
4th Year	\$21.79	\$2.18	\$1.85	\$4.00	\$0.05	\$0.07	\$29.94	\$1.00	\$0.05	\$0.07	\$1.12
3rd Year	\$18.57	\$1.86	\$1.85	\$4.00	\$0.05	\$0.07	\$26.40	\$1.00	\$0.05	\$0.07	\$1.12
2nd Year	\$15.36	\$1.54	\$1.85	\$4.00	\$0.05	\$0.07	\$22.87	\$1.00	\$0.05	\$0.07	\$1.12
1st Year	\$12.16	\$1.22	\$1.85	\$4.00	\$0.05	\$0.07	\$19.35	\$1.00	\$0.05	\$0.07	\$1.12
Probationary	\$14.37	\$1.00					\$15.37	\$1.00			\$1.00
Conditional	\$16.97	\$1.19					\$18.16	\$1.00			\$1.00

NOTES

- (i) The Master Insulators' Association Fund payment is twenty three cents (\$0.23) per hour worked. Except for probationary apprentices and conditional apprentices. [See 15.01 (d) and (f)].
- (ii) The Joint Apprenticeship Committee Fund payment by all employers is seven cents (\$0.07) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 15.01 (e) and (f)].
- (iii) The Living Allowance Fund payment by all employers is twenty five (\$0.25) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 16.02].
- (iv) The remittance of \$1.85 to the Benefit Fund includes the one cent (\$0.01) contribution by the employer and the (\$0.01) one cent deduction from the employee for each hour worked for the De Vovo Treatment Centre
- (v) All probationary asbestos removers will automatically be upgraded to the next pay level in the first pay period after completing 200 hours

EFFECTIVE: May 1, 2003

SCHEDULE U (Zone 3)

MAINTENANCE AGREEMENT WAGES and BENEFITS

	<u>PAID BY EMPLOYER</u>							<u>DEDUCT FROM EMPLOYEE</u>			
	Base Rate	Holiday Pay	Benefit Fund	Pension Fund	Living Allowance	Apprentice Fund	Total Employer	Union Due:	Living Allowance	Apprentice Fund	Total Employee
Mechanic	\$26.88	\$2.69	\$1.85	\$5.00	\$0.05	\$0.07	\$36.54	\$1.00	\$0.05	\$0.07	\$1.12
4th Year	\$21.15	\$2.11	\$1.85	\$4.00	\$0.05	\$0.07	\$29.23	\$1.00	\$0.05	\$0.07	\$1.12
3rd Year	\$17.86	\$1.78	\$1.85	\$4.00	\$0.05	\$0.07	\$25.61	\$1.00	\$0.05	\$0.07	\$1.12
2nd Year	\$14.74	\$1.47	\$1.85	\$4.00	\$0.05	\$0.07	\$22.18	\$1.00	\$0.05	\$0.07	\$1.12
1st Year	\$11.65	\$1.16	\$1.85	\$4.00	\$0.05	\$0.07	\$18.78	\$1.00	\$0.05	\$0.07	\$1.12
Probationary	\$13.78	\$0.96					\$14.74	\$1.00			\$1.00
Conditional	\$16.97	\$1.19					\$18.16	\$1.00			\$1.00

NOTES

- (i) The Master Insulators' Association Fund payment is twenty three cents (\$0.23) per hour worked. Except for probationary apprentices and conditional apprentices. [See 15.01 (d) and (f)].
- (ii) The Joint Apprenticeship Committee Fund payment by all employers is seven cents (\$0.07) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 15.01 (e) and (f)].
- (iii) The Living Allowance Fund payment by all employers is twenty five (\$0.25) per hour worked. Except for probationary apprentices, conditional apprentices and asbestos removers. [See 16.02].
- (iv) The remittance of \$1.85 to the Benefit Fund includes the one cent (\$0.01) contribution by the employer and the (\$0.01) one cent deduction from the employee for each hour worked for the De Vovo Treatment Centre
- (v) All probationary asbestos removers will automatically be upgraded to the next pay level in the first pay period after completing 200 hours

EFFECTIVE: May 1, 2003