

CONSTRUCTION AGREEMENT

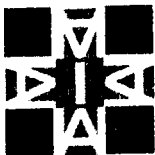
BETWEEN

**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 07, 2004 TO APRIL 30, 2007



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PREAMBLE

THIS AGREEMENT made as of the 7th day of June 2004 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) (i)

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.

1.03 (d) (ii)

When more favourable terms are required to entice a non-union shop to sign this agreement the M.I.A. must approve such terms.

1.03 (d) (iii)

The M.I.A. must be made aware of the employers involved and terms of all such agreements executed between Local 95 and the various parties utilizing the common labour pool.

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. The Central Northern Zone, consisting of the Districts of Cochrane, Sudbury, Timiskaming, Nipissing **and** Parry Sound.

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** thereafter 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 (a)

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.

2.02 (b)

The hired employee agrees to work in an efficient, competent and productive fashion, in mindful stewardship of their costs to the employer.

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			

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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 (b)

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 week shall be between 7:00 A.M and 5:00 P.M., Monday to Thursday inclusive, and Friday between 7:00 A.M. and 12:00 Noon, for a regular work week of thirty-six (36) hours. The regular work week shall be eight (8) hours Monday to Thursday and four (4) hours Friday. (notwithstanding flexible hours that have been agreed upon under article 3.01 (a) (iii)).

The regular workweek will be forty (40) hours in the Northwestern Zone. When a thirty-six 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 employees.

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 (10) 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. On days where a shift consisting of four (4) hours is worked, only one (1) ten (10) minute work break shall be

given. It is agreed that the employees have a thirty (30) minute non-paid lunch break.

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.

3.02 (d)

Absenteeism will not be tolerated. Employees who miss regular time may be excluded from the opportunity to work overtime.

3.02 (e)

Notwithstanding the requirement for specific skills, qualifications, training or after hour call-ins, overtime work shall be offered to **the** employees presently working **on** the job site before the employer may allow **any** other employees to work the overtime. However, if during a project it is required that a crew work more than six (6) consecutive days, extended hours or adverse working and/or safety conditions, the employer has the right to relieve **the** crew.

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 all projects, where practical, the employer shall provide a secure 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 and safety equipment. Employees are responsible for the proper use of these items 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 items 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 2007 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 the Agreement. However, it is agreed that from time to time foremen may represent the company at site meetings and provide information to the employer.

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 two (2) hours notice to layoffs on all projects, or one (1) hour pay in lieu of notice.

8.04 (c)

Employees agree to give notice of quitting two (2) hours prior to hiring hall closing time on all projects and failure to do so is cause not to re-employ the employee for a period of six (6) 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 CL AT

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	Sarnia
Hamilton	Sudbury
Kingston	Thunder Bay
Kitchener	Toronto
London	Windsor
Ottawa	

10.03 (a)

There shall be a Travel Free Zone ~~within~~ a ten (10) mile radius of the City Hall of each Listed Municipality.

10.03 (b) Listed Municipality of Toronto Only:

(i) There shall be a Travel Free Zone, between the boundaries of the “downtown Toronto expense zone” ~~as~~ detailed in 10.02(b) (ii) and ten (10) miles radius of the City Hall of the Listed Municipality of Toronto.

(ii) (1) There shall be a Downtown Toronto Travel Expense Zone within the following street boundaries:

Northern boundary – Bloor Street
Eastern boundary – Jarvis Street
Southern boundary – Lake Ontario
Western boundary – Spadina Avenue

(2) Travel expenses will be:

Effective **Midnight**, June 26, 2004: **\$7.00**, **Midnight**, Saturday April 30, 2005: **\$9.00** **Midnight**, Saturday April 29, 2006: **\$12.00** per working day except where parking is provided.

10.03 (c) Listed Municipality of Ottawa Only:

(i) There shall be a Travel Free Zone, between the boundaries of the “downtown Ottawa travel expense zone” [~~as~~ detailed in 10.03 (c) (ii) (1)] and ten (10) miles radius of the City Hall of the Listed Municipality of Ottawa.

(ii) (1) There shall be a Downtown Ottawa Travel Expense Zone within the following street boundaries:

Northern boundary - The Ottawa River
Eastern boundary - King Edward Ave. (from the MacDonald
Cartier Bridge)
Southern boundary - **Somerset Street**
Western boundary - Bronson Avenue (~~from~~ the Portage Bridge)

(ii) (2) Travel expenses will be:

Effective **Midnight**, June 26, 2004: **\$7.00**, **Midnight**, Saturday April 30, 2005: **\$8.00** **Midnight**, April 29, 2006: \$9.00 per working day except where parking is provided.

10.04 (a)

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 **Midnight**, June 26,2004: **\$7.45** working day.
Travel Expenses effective **Midnight**, April 30,2005: **\$7.60** working day.
Travel Expenses effective **Midnight**, April 29,2006: **\$7.75**er working day.

Travel Expense Zone 2:

Between fifteen (15) and twenty (20) miles radius;
Travel Expenses effective **Midnight**, June 26,2004: **\$10.05** working day.
Travel Expenses effective **Midnight**, April 30,2005: **\$10.25** working day.
Travel Expenses effective **Midnight**, April 29,2006: **\$10.45** per working day.

Travel Expense Zone 3:

Between twenty (20) and twenty-five (25) miles radius;
Travel Expenses effective **Midnight**, June 26,2004: **\$12.85** per working day.
Travel Expenses effective **Midnight**, April 30,2005: **\$13.10** per working day.
Travel Expenses effective **Midnight**, April 29,2006: **\$13.35** per working day.

Travel Expense Zone 4:

Between twenty-five (25) and thirty (30) miles radius;
Travel Expenses effective **Midnight**, June 26,2004: **\$14.20** per working day.
Travel Expenses effective **Midnight**, April 30,2005: **\$14.45** per working day.
Travel Expenses effective **Midnight**, April 29,2006: **\$14.75** per working day.

Travel Expense Zone 5:

Between thirty (30) and thirty-five (35) miles radius;
Travel Expenses effective **Midnight**, June 26,2004: **\$16.05** per working day.
Travel Expenses effective **Midnight**, April 30,2005: **\$16.40** per working day.
Travel Expenses effective **Midnight**, April 29,2006: **\$16.70** per working day.

Travel Expense Zone 6:

Between thirty-five (35) and forty (40) miles radius;
Travel Expenses effective **Midnight**, June 26,2004: **\$17.35** per working day.
Travel Expenses effective **Midnight**, April 30,2005: **\$17.70** per working day.
Travel Expenses effective **Midnight**, April 29,2006: **\$18.05** per working day.

Travel Expense Zone 7:

Between forty (40) and forty-five (45) miles radius;
Travel Expenses effective **Midnight**, June 26,2004: **\$18.90** per working day.
Travel Expenses effective **Midnight**, April 30,2005: **\$19.30** per working day.
Travel Expenses effective **Midnight**, April 29,2006: **\$19.70** per working day.

Travel Expense Zone 8:

Between forty-five (45) and fifty (50) miles radius;
Travel Expenses effective **Midnight**, June 26,2004: **\$20.20** per working day.
Travel Expenses effective **Midnight**, April 30,2005: **\$20.60** per working day.
Travel Expenses effective **Midnight**, April 29,2006: **\$21.00** per working day.

Travel Expense Zone 9:

Over **fifty** (50) miles radius **and** the eligible person returns home daily;
Travel Expenses effective **Midnight**, June 26,2004: **\$28.30** per working day.
Travel Expenses effective **Midnight**, April 30,2005: **\$28.85** per working day.
Travel Expenses effective **Midnight**, April 29,2006: **\$29.45** 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)

Midnight Saturday following Midnight , June 26,2004:	\$75.50 per day.
Midnight Saturday following Midnight , April 30,2005:	\$77.50 per day.
Midnight Saturday following Midnight , April 29,2006:	\$79.00 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 apprentice).

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 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 the amounts set out in the Wage and Benefits Schedules per hour for every hour worked to be 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 Agreement shall be required to make this payment.

15.01 (b) (i)

That portion identified in the Wage and Benefits Schedules **as** "Paid by Employer" is the contribution of all Employers that is paid to the Asbestos Workers Local 95 Benefit Fund under Article 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 Nova Treatment Centre negotiated as a one cent (.01) contribution from the Employer and a one cent (.01) deduction from the Employee for a total of two cents (.02) has, for ease of accounting been included in that amount shown **as** “welfare”. The Asbestos Workers Local 95 Benefit Fund shall pay this amount received to the De Nova Treatment Centre Committee.

15.01 (c) (i)

That portion identified in the Wage and Benefits Schedules as “Union Dues” of the contribution of all employers that is paid to the Asbestos Workers Local 95 Benefit Fund under Article 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 identified in the Wage and Benefits Schedules as “MIAF” of the contributions of all employers that is paid to the Asbestos Workers Local 95 Benefit Fund under Article 15.01 shall be the amount 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 identified in the Wage and Benefits Schedules ~~as~~ JAC of the contributions that are paid ~~to~~ the Asbestos Workers Local 95 Benefit Fund under Article 15.01, the total being made up of both ~~an~~ employer identified contribution and and employee identified deduction, 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)

The amounts indicated on the Wage and Benefits Schedules are the currently known amounts as designated by the previous clauses and are subject to change upon written notice as set forth in each clause.

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 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

EMPLOYMENT 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

IT

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.

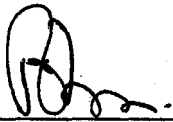
23.01 (c)

This Agreement shall become effective on the 7th day of June 2004 and shall remain in full force **and** effect until the 30th day of April 2007 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, 2007 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 7th day of June 2004.

The Master Insulators' Association
of **Ontario**, Inc.


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



Signed by: Richard *Plue*



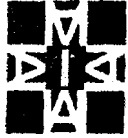
Signed by: Ed Lalonde



Signed by: Pat Desmarais



Signed by: Fred Clare Jr.



The Master Insulators' Association of Ontario Inc.

The following companies are Active Members of the Master Insulators' Association of Ontario Inc. as of May 1, 2004.

COMPANY	REPRESENTATIVE
All Temp Insulations	Randy Sloane
All-Con Contractors	Martin Gillis
All-Guard Insulations	Allan Beattie
Almac Insulations Co. Ltd.	Rick MacKendrick
Alpine Insulation Ltd.	Mike St. Amand
Alstom Power Canada Inc.	
André Gauvreau Insulations	Andre Gauvreau
B & D Insulation Inc.	Jim Barnes
Babcock & Wilcox Industries Ltd.	Murray Sanderson
B.L. Thermal Insulation	Denis Brissette
Brampton Contracting Ltd.	Frank Falconi
Brunco Insulation Ltd.	Bernice Dusza
C & S Insulation Inc.	Bob Crocker
Caledon Insulation	Lance Hearsom
Canadian Engineers & Contractors	Sal Mian
Choice Environmental Services	Joseph Ascenzo
Clemco Insulation	Joan Clements
Concord Insulation Ltd.	Pat Di Fore
Crosby Environmental Ltd.	John Crosby
Crosby-Dewar Projects Inc.	Scott Dewar
Custom Insulation Systems Ltd. (Concord, Windsor)	Joe Fabing
D & E Insulation	Eve Sigfrid
D & F Insulations Ltd.	John O'Brien
Dannis Contracting Ltd.	Aline Ross
Dew Point Insulation Services	George Speer
Dewar Insulations Ltd.	Scott Dewar
Diamond Associates Insulation	Steve Thompson
Don Valley Environmental Inc.	Keith Barranger
Don Valley Insulations Ltd.	Keith Barranger
Dundas Valley Insulation Ltd.	John Henze
E.S. Fox Limited	Sharon Lanigan
EnerSystems Insulation Ltd.	Suzanne Crosta
EnviroSafe Inc.	Shaun Fralic
Felix Patry Insulations Ltd.	Felix Patry
Four Jewel Insulation Ltd.	Howard McLaren
Furcon Inc.	Dave Abrev

COMPANY	REPRESENTATIVE
G & L Insulation Co. Ltd.	Barry Kozlowski
G & R Mechanical Insulation	Greg Sherboneau
G. West Contracting	Gene Warnick
Glencoe Insulation Co. Ltd.	Brenda Ewing
Global Insulation & Renovations	Bill Connor
Guaranteed Insulation 77 Ltd.	Tom Kirton Jr.
Hammond Mechanical Insulation Ltd.	Ted Hammond
Hi Tech Insulation Co. Inc.	Ben Sing
Inscan Contractors Ltd.	Tom Kelly
Insulation Services Niagara	Jeff Maude
Insulcana Contracting Ltd. (New Liskeard, Sudbury)	Pat Desmarais
Insultek Ltd.	John Shymko
Interprovincial Insulation Inc. (Consecon, Kingston)	Cam Phibbs
Isolation Thermique B.L.	Denis Brissette
J. Hill Insulation Ltd.	Jake Hill
J & D Enterprise	Bob Martin
J.P.L. Contracting	Jean-Paul Legault
Jonco Insulation	John Roberts
JSK Insulation Ltd.	John Kovach
K's Insulation	Mike Koyan
K.W. Covering inc.	Wayne Boniface
KLT Insulation Incorporated	Dave Swankie
Kawartha Lakes Environmental	Jim Spence
Keating Insulation Inc.	Walter Keating
Kemp-Felt Insulations Ltd.	Michael Shaughnessy
Kvaerner Constructors Ltd.	Rob Girvan
L & N Insulation	Leonard Teal
La Danna Insulation	Larry Teal
Lagen Insulation Ltd.	George Hewitt
Lakehead Insulations Inc.	Dave Levac
Lewis Insul-Metal Systems Inc. (Hamilton, Windsor)	Mike Lippert
Matkovic Holdings Ltd.	John Erwin Jr.
Maple Insulation Ltd.	Tony Gil
McBrien Insulation	Dennis McBrien
McGowan Insulations	Rob McGowan Jr.
McLean Insulations	Brian McLean
Misco Insulation Company Ltd.	Alen Smales
M-X Insulation	Marty Vandervelden
Napier Insulation Inc.	Ken Napier
North Hasting Insulation	David Hurst
North Shore Insulations (Sault) Ltd.	Lloyd Frost
Oblender Insulation Inc.	Bill Oblender
Omni Insulation Inc.	Michael Wright
Ontario Insulation Ltd.	Angus Burnett
Opti-Tech Enterprises	Ralph Pretty
Panels & Pipes	J.P. Legault

COMPANY	REPRESENTATIVE
Precision Insulation	Lee Levac
Pro Insul Limited (Hanover, Stoney Creek)	John Sweeting
Qualified Insulation Ltd.	Frances Myre
Quality Insulation Ltd.	John Vella
Reliable Insulation Ltd.	Guy Weston
Rempel Diversified Services Inc.	John Rempel
Rugged Air Systems Ltd.	Richard Rocco
SZK Mechanical Inc.	Furgan Khan
Scotco Insulation Services Inc.	Gerry Morrow
Springwater Insulation	Al Smith
St. Lawrence Insulation Co. Limited	Sean Williamson
Streamline Insulation	Peter Lalander
Summit Insulation Inc.	Alain Hebert
Superior Insulation Services Inc.	Jane Edwards
Support Services Ltd.	Don Hillier
Sutherland-Schultz Inc.	Angelo Ceccato
Thermacoat Insulation Inc.	Rick Bradshaw
Thermec Insulation Services Ltd.	David Pullyblank
Thermo Systems Insulation Ltd.	Dave Thompson
Thermotek Insulations Inc.	Helmut Schollmaier
Thunder Bay Insulations Limited	Mike Kohanski
Toleks Insulation Ltd.	Antoni Gil
Tornado Insulation Ltd. (Kitchener, London, Sarnia)	Guy Belisle
Tracer Field Services Canada Ltd.	Steve Vickers
True North Insulation Ltd.	Richard Plue
Ultima Insulation Ltd.	Jim Fuoco
Vanos Insulations Ltd.	John Vanos
Victoria Insulation Ltd.	Joe Miklas
Vollmer & Associates Contractors Ltd.	Brad Vollmer
Whitby insulation Ltd.	Norma King

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

SCHEDULE A

JUNE 27 2004

ICI ZONE: █

RATE: \$1.10

Mechanic: \$1.10

Other: a percent of \$ 1.10

Asbestos Removal 2%

JUNE 27 2004 RATES

MAY 01/03 RATES

<u>RATE:</u> <u>CLASS</u>	Existing Base	Vacation at 10%	Existing Total May01103	Increase \$1.10 Split	Increase Amount	New Base June27104	Vacation at 10%	Revised Total June27/04
Mechanic	\$ 30.44	\$ 3.04	\$ 33.48	100%	\$ 1.1000	\$ 31.44	\$ 3.14	\$ 34.58
4 TH	24.23	2.42	26.65	80%	0.8800	25.03	2.50	27.53
3 RD	20.70	2.07	22.77	70%	0.7700	21.40	2.14	23.54
2 ND	17.12	1.71	18.83	60%	0.6600	17.72	1.77	19.49
1 ST	13.61	1.36	14.97	50%	0.5500	14.11	1.41	15.52
		at 7%						
Probation	15.90	1.11	\$ 17.01	50%	0.5500	16.41	1.15	17.56
Condition	17.56	1.23	\$ 18.79	65%	0.7150	18.23	1.28	19.51
Asbestos Remover		at 7%						
LEVEL 1	\$ 14.97	\$ 1.05	\$ 16.02	2%	\$ 0.3204	\$ 15.27	\$ 1.07	\$ 16.34
LEVEL 2	17.07	1.20	18.27	2%	0.3654	17.41	1.22	18.63
LEVEL 3	16.79	1.18	17.97	2%	0.3594	17.13	1.20	18.33
Probation	11.62	0.81	12.43	2%	0.2486	11.85	0.83	12.68

<u>RATE</u> <u>June27104</u>	Revised Rate	Benefit Fund	Pension Funds	Sub Total	Living Al- owance	Apprent- ice Fund	TOTAL EMPLOYER
Mechanic	\$ 34.58	\$ 1.85	\$ 5.00	\$ 41.43	\$ 0.25	\$ 0.13	\$ 41.81
4 TH	27.53	1.85	4.00	33.38	0.25	0.13	33.76
3 RD	23.54	1.85	4.00	29.39	0.25	0.13	29.77
2 ND	19.49	1.85	4.00	25.34	0.25	0.13	25.72
1 ST	15.52	1.85	4.00	21.37	0.25	0.13	21.75
Probation	17.56	-	-	17.56	-	-	17.56
Condition	19.51	-	-	19.51	-	-	19.51
Asbestos Removers							
LEVEL 1	\$ 16.34	-	-	\$ 16.34	\$ -	\$ -	\$ 16.34
LEVEL 2	18.63	-	-	18.63	-	-	18.63
LEVEL 3	18.33	\$ 1.85	\$ 4.00	24.18	-	-	24.18
Probation	12.68	-	-	12.68	-	-	12.68

Employee Deductions:

Union Dues Living All owance Apprent- ice Fund TOTAL EMPLOYEE

Mechanic	\$ 1.00	\$ 0.25	\$ 0.07	\$ 1.32
4 TH	1.00	0.25	0.07	1.32
3 RD	1.00	0.25	0.07	1.32
2 ND	1.00	0.25	0.07	1.32
1 ST	1.00	0.25	0.07	1.32
Probation	1.00			1.00
Condition	1.00			1.00
Asbestos Removers:				
Level 1	\$ 0.71			\$ 0.71
Level 2	0.71			0.71
Level 3	0.71			0.71
Probation	0.71			0.71

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

CONSTRUCTION AGREEMENT WAGES & BENEFITS

NOTES TO THE ICI MAY 01, 2003 SCHEDULES (ZONE) 1, 2 & 3

- 1 – The Master Insulators' Association Fund** – the payment is twenty three cents (\$0.23) per hour worked.
Exception – Probationary Apprentices **and** Conditional Apprentices.
[see 15.01 (d) and (f)}
- 2 – The Joint Apprenticeship Committee Fund** – the payment is thirteen cents (\$0.13) per hour worked.
Allocated **as** follows:
Apprentice Fund – seven cents (\$0.07) and to Health and Safety six cents (\$0.06).
Exception – Probationary Apprentices, Conditional Apprentices and Asbestos Removers.
[see 15.01 (e) and (f)}
- 3 – The Living Allowance Fund** – the payment is twenty five cents (\$0.25) per hour worked.
Exception – Probationary Apprentices, Conditional Apprentices **and** Asbestos Removers.
[see 16.02)
- 4 – Benefit Fund** – the employee payment is one cent (\$0.01) per hour worked. **An** additional one cent (\$0.01) contribution is made by the employer.
All deductions and contributions **are** sent to **the** De Novo Treatment Centre.
- 5 – Asbestos Removers** – **All** probationary asbestos removers will automatically be upgraded to **the** next pay level in the first payperiod after completing two hundred hours **(200)**.

DATED: March 17, 2003

THE MASTER INSULATORS ASSOCIATION OF ONTARIO INC.

ICI ZONE 1 June 27, 2004

<u>CLASS</u>	<u>NET</u> BASE June27	<u>+PLUS</u> Vacation at 10%	<u>=GROSS</u> TOTAL June27	<u>CLASS</u>	<u>NET</u> BASE June 27	<u>+PLUS</u> Vacation at 7%	<u>=GROSS</u> TOTAL June 27
Mechanic	\$ 31.44	\$ 3.14	\$ 34.58				
4 TH	25.03	2.50	27.53				
3 RD	21.40	2.14	23.54	Level 1	\$ 15.27	\$ 1.07	\$ 16.34
2 ND	17.72	1.77	19.49	Level 2	17.41	1.22	18.63
1 ST	14.11	1.41	15.52	Level 3	17.13	1.20	18.33
Probation	16.41	1.15	17.56	Probation	11.85	0.83	12.68
Conditional	18.23	1.28	19.51				

EMPLOYER PAYROLL COSTS

<u>CLASS</u>	<u>TOTAL</u>	<u>Pension</u> Fund	<u>Benefit</u> Fund	<u>MIAF</u> Fund	<u>Living</u> Allowance	<u>App-ship</u> Fund	<u>SUB</u> TOTAL	<u>TOTAL</u> Employer	<u>Union</u> Dues	<u>Living</u> All-ance	<u>App-ship</u> Fund	<u>TOTAL</u> Employee
Mechanic	\$ 34.58	\$ 5.00	\$ 1.85	\$ 0.23	\$ 0.25	\$ 0.13	\$ 7.46	\$ 42.04	\$ 1.00	\$ 0.25	\$ 0.07	\$ 1.32
4 TH	27.53	4.00	1.85	0.23	0.25	0.13	6.46	33.99	1.00	0.25	0.07	1.32
3 RD	23.54	4.00	1.85	0.23	0.25	0.13	6.46	30.00	1.00	0.25	0.07	1.32
2 ND	19.49	4.00	1.85	0.23	0.25	0.13	6.46	25.95	1.00	0.25	0.07	1.32
1 ST	15.52	4.00	1.85	0.23	0.25	0.13	6.46	21.98	1.00	0.25	0.07	1.32
Probation	17.56	N/A	N/A	N/A	N/A	N/A		17.56	1.00	N/A	N/A	1.00
Conditional	19.51	N/A	N/A	N/A	N/A	N/A		19.51	1.00	N/A	N/A	1.00

ASBESTOS REMOVERS:

Level 1	16.34	N/A	N/A	0.23	N/A	N/A	0.23	16.57	0.71	N/A	N/A	0.71
Level 2	18.63	N/A	N/A	0.23	N/A	N/A	0.23	18.86	0.71	N/A	N/A	0.71
Level 3	18.33	4.00	1.85	0.23	N/A	N/A	6.08	24.41	0.71	N/A	N/A	0.71
Probation	12.68	N/A	N/A	N/A	N/A	N/A		12.68	0.71	N/A	N/A	0.71

EMPLOYEE DEDUCTIONS

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

ICI ZONE 1 EFFECTIVE; MIDNIGHT OCTOBER 31, 2004

<u>CLASS</u>	<u>NEW</u> BASE NOV. 01	<u>+PLUS</u> Vacation at 10%	<u>=GROSS</u> TOTAL NOV. 01	<u>CLASS</u>	<u>NEW</u> BASE NOV. 01	<u>+PLUS</u> Vacation at 7%	<u>=GROSS</u> TOTAL NOV. 01
Mechanic	\$ 31.21	\$ 3.12	\$ 34.33	<u>ASBESTOS REMOVERS</u>			
4 TH	24.80	2.48	27.28	Level 1	\$ 15.27	\$ 1.07	\$ 16.34
3 RD	21.17	2.12	23.29	Level 2	17.41	1.22	18.63
2 ND	17.49	1.75	19.24	Level 3	16.90	1.18	18.08
1 ST	13.88	1.39	15.27	Probation	11.85	0.83	12.68
Probation	16.41	1.15	17.56				
Conditional	18.23	1.28	19.51				

EMPLOYER PAYROLL COSTS

EMPLOYEE DEDUCTIONS

<u>CLASS</u>	<u>TOTAL</u>	<u>Pension</u> Fund	<u>Benefit</u> Fund	<u>MIAF</u> Fund	<u>Living</u> Allowance	<u>App-ship</u> Fund	<u>SUB</u> TOTAL	<u>TOTAL</u> Employer	<u>Union</u> Dues	<u>Living</u> All-ance	<u>App-ship</u> Fund	<u>TOTAL</u> Employee
Mechanic	\$ 34.33	\$ 5.00	\$ 2.10	\$ 0.23	\$ 0.25	\$ 0.13	\$ 7.71	\$ 42.04	\$ 1.00	\$ 0.25	\$ 0.07	\$ 1.32
4 TH	27.28	4.00	2.10	0.23	0.25	0.13	6.71	33.99	1.00	0.25	0.07	1.32
3 RD	23.29	4.00	2.10	0.23	0.25	0.13	6.71	30.00	1.00	0.25	0.07	1.32
2 ND	19.24	4.00	2.10	0.23	0.25	0.13	6.71	25.95	1.00	0.25	0.07	1.32
1 ST	15.27	4.00	2.10	0.23	0.25	0.13	6.71	21.98	1.00	0.25	0.07	1.32
Probation	17.56	N/A	N/A	N/A	N/A	N/A	-	17.56	1.00	N/A	N/A	1.00
Conditional	19.51	N/A	N/A	N/A	N/A	N/A	-	19.51	1.00	N/A	N/A	1.00

ASBESTOS REMOVERS:

Level 1	16.34	N/A	N/A	0.23	N/A	N/A	0.23	16.57	0.71	N/A	N/A	0.71
Level 2	18.63	N/A	N/A	0.23	N/A	N/A	0.23	18.86	0.71	N/A	N/A	0.71
Level 3	18.08	4.00	2.10	0.23	N/A	N/A	6.33	24.41	0.71	N/A	N/A	0.71
Probation	12.68	N/A	N/A	N/A	N/A	N/A		12.68	0.71	N/A	N/A	0.71

Benefit
increase
\$0.25

SCHEDULE B

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

JUNE 27 2004

RATE: \$1.10

ICI ZONE 2

Mechanic: \$1.10

Other: a percent of \$ 1.10

Asbestos Removal 2%

MAY 01/03 RATES

JUNE 27 2004 RATES

<u>CLASS</u>	Existing Base May01103	Existing Vacation at 10%	Existing Total May01/03	Increase \$1.10 Split	Increase Amount	New Base June27104	Vacation at 10%	Revised Total June27/04
Mechanic	\$ 29.81	\$ 2.98	\$ 32.79	100%	\$ 1.1000	\$ 30.81	3.08	\$ 33.89
4 TH	23.73	2.37	26.10	80%	0.8800	24.53	2.45	26.98
3 RD	20.25	2.03	22.28	70%	0.7700	20.95	2.10	23.05
2 ND	16.75	1.67	18.42	60%	0.6600	17.35	1.74	19.09
1 ST	13.30	1.33	14.63	50%	0.5500	13.80	1.38	15.18
		at 7%						
Probation	15.59	1.09	\$ 16.68	50%	0.5500	16.10	1.13	17.23
Condition	17.56	1.23	\$ 18.79	65%	0.7150	18.23	1.28	19.51
Asbestos	Removers	at 7%						
LEVEL 1	\$ 14.97	1.05	\$ 16.02	2%	\$ 0.3204	\$ 15.27	\$ 1.07	\$ 16.34
LEVEL 2	17.07	1.20	18.27	2%	0.3654	17.41	1.22	18.63
LEVEL 3	16.79	1.18	17.97	2%	0.3594	17.13	1.20	18.33
Probation	11.62	0.81	12.43	2%	0.2486	11.85	0.83	12.68

<u>RATE</u>	Revised June27104 Rate	Benefit Fund	Pension Funds	Sub Total	Living All- owance	Apprent- ice Fund	TOTAL EMPLOYER
Mechanic	\$ 33.89	\$ 1.85	\$ 5.00	\$ 40.74	\$ 0.25	\$ 0.13	\$ 41.12
4 TH	26.98	1.85	4.00	32.83	0.25	0.13	33.21
3 RD	23.05	1.85	4.00	28.90	0.25	0.13	29.28
2 ND	19.09	1.85	4.00	24.94	0.25	0.13	25.32
1 ST	15.18	1.85	4.00	21.03	0.25	0.13	21.41
Probation	17.23	-	-	17.23	-	-	17.23
Condition	19.51	-	-	19.51	-	-	19.51
Asbestos	Removers						
LEVEL 1	\$ 16.34	-	-	\$ 16.34	\$ -	\$ -	\$ 16.34
LEVEL 2	18.63	-	-	18.63	-	-	18.63
LEVEL 3	18.33	\$ 1.85	\$ 4.00	24.18	-	-	24.18
Probation	12.68	-	-	12.68	-	-	12.68

Employee Deductions:

	<u>Union Dues</u>	<u>Living All- owance</u>	<u>Apprent- ice Fund</u>	<u>TOTAL EMPLOYEE</u>
Mechanic	\$ 1.00	\$ 0.25	\$ 0.07	\$ 1.32
4 TH	1.00	0.25	0.07	1.32
3 RD	1.00	0.25	0.07	1.32
2 ND	1.00	0.25	0.07	1.32
1 ST	1.00	0.25	0.07	1.32
Probation	1.00	-	-	1.00
Condition	1.00	-	-	1.00
Abstesos				
Removers:				
Level 1	\$ 0.71	-	-	\$ 0.71
Level 2	0.71	-	-	0.71
Level 3	0.71	-	-	0.71
Probation	0.71	-	-	0.71

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

ICI ZONE 2 June 27, 2004

CLASS	NET BASE June27	+PLUS Vacation at 10%	=GROSS TOTAL June27	CLASS	NET BASE June27	+PLUS Vacation at 7%	=GROSS TOTAL June27
Mechanic	\$ 30.81	\$ 3.08	\$ 33.89	<u>ASBESTOS REMOVERS</u>			
4 TH	24.53	2.45	26.98	Level 1	\$ 15.27	\$ 1.07	\$ 16.34
3 RD	20.95	2.10	23.05	Level 2	17.41	1.22	18.63
2 ND	17.35	1.74	19.09	Level 3	17.13	1.20	18.33
1 ST	13.80	1.38	15.18				
		at 7%		Probation	11.85	0.83	12.68
Probation	16.10	1.13	17.23				
Conditional	18.23	1.28	19.51				

EMPLOYER PAYROLL COSTS

EMPLC YEE DEDUCTIONS

CLASS	TOTAL	Pension Fund	Benefit Fund	MIAF Fund	Living Allowance	App-ship Fund	SUB TOTAL	TOTAL Employer	Union Dues	Living All-ance	App-ship Fund	TOTAL Employee
Mechanic	\$ 33.89	\$ 5.00	\$ 1.85	\$ 0.23	\$ 0.25	\$ 0.13	\$ 7.46	\$ 41.35	\$ 1.00	\$ 0.25	\$ 0.07	\$ 1.32
4 TH	26.98	4.00	1.85	0.23	0.25	0.13	6.46	33.44	1.00	0.25	0.07	1.32
3 RD	23.05	4.00	1.85	0.23	0.25	0.13	6.46	29.51	1.00	0.25	0.07	1.32
2 ND	19.09	4.00	1.85	0.23	0.25	0.13	6.46	25.55	1.00	0.25	0.07	1.32
1 ST	15.18	4.00	1.85	0.23	0.25	0.13	6.46	21.64	1.00	0.25	0.07	1.32
Probation	17.23	N/A	N/A	N/A	N/A	N/A	-	17.23	1.00	N/A	N/A	1.00
Conditional	19.51	N/A	N/A	N/A	N/A	N/A	-	19.51	1.00	N/A	N/A	1.00

ASBESTOS REMOVERS:

Level 1	16.34	N/A	N/A	0.23	N/A	N/A	0.23	16.57	0.71	N/A	N/A	0.71
Level 2	18.63	N/A	N/A	0.23	N/A	N/A	0.23	18.86	0.71	N/A	N/A	0.71
Level 3	18.33	4.00	1.85	0.23	N/A	N/A	6.08	24.41	0.71	N/A	N/A	0.71
Probation	12.68	N/A	N/A	N/A	N/A	N/A	-	12.68	0.71	N/A	N/A	0.71

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

CONSTRUCTION AGREEMENT WAGES & BENEFITS

NOTES TO THE ICI MAY 01, 2003 SCHEDULES (ZONE) 1, 2 & 3

- 1 – The Master Insulators' Association Fund** – the payment is twenty three cents (\$0.23) per hour worked.
Exception – Probationary Apprentices and Conditional Apprentices.
[see 15.01 (d) and (f)}
- 2 – The Joint Apprenticeship Committee Fund** – the payment is thirteen cents (\$0.13) per hour worked.
Allocated as follows:
Apprentice Fund – seven cents (\$0.07) and to Health and Safety six cents (\$0.06).
Exception – Probationary Apprentices, Conditional Apprentices and Asbestos Removers.
[see 15.01 (e) and (f)}
- 3 – The Living Allowance Fund** – the payment is twenty five cents (\$0.25) per hour worked.
Exception – Probationary Apprentices, Conditional Apprentices and Asbestos Removers.
[see 16.02}
- 4 – Benefit Fund** – the employee payment is one cent (\$0.01) per hour worked. **An** additional **one** cent (\$0.01) contribution is made by the **employer**.
AH deductions and contributions **are** sent to the De Novo Treatment Centre.
- 5 – Asbestos Removers** – **All** probationary asbestos removers will automatically be upgraded **to** the next pay level in **the** first pay **period** after completing two hundred hours (200).

DATED: March 17, 2003

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

ICI ZONE 2 EFFECTIVE: MIDNIGHT OCTOBER 31, 2004

<u>CLASS</u>	<u>NEW</u> <u>BASE</u> <u>NOV. 01</u>	<u>+PLUS</u> <u>Vacation</u> <u>at 10%</u>	<u>=GROSS</u> <u>TOTAL</u> <u>NOV. 01</u>	<u>CLASS</u>	<u>NEW</u> <u>BASE</u> <u>NOV. 01</u>	<u>+PLUS</u> <u>Vacation</u> <u>at 7%</u>	<u>=GROSS</u> <u>TOTAL</u> <u>NOV. 01</u>
Mechanic	\$ 30.58	\$ 3.06	\$ 33.64	<u>ASBESTOS REMOVERS</u>			
4 TH	24.30	2.43	26.73	Level 1	\$ 15.27	\$ 1.07	\$ 16.34
3 RD	20.73	2.07	22.80	Level 2	17.41	1.22	18.63
2 ND	17.13	1.71	18.84	Level 3	16.90	1.18	18.08
1 ST	13.57	1.36	14.93				
		at 7%		Probation	11.85	0.83	12.68
Probation	16.10	1.13	17.23				
Conditional	18.23	1.28	19.51				

EMPLOYER PAYROLL COSTS

<u>CLASS</u>	<u>TOTAL</u>	<u>Pension</u> <u>Fund</u>	<u>Benefit</u> <u>Fund</u>	<u>MIAF</u> <u>Fund</u>	<u>Living</u> <u>Allowance</u>	<u>App-ship</u> <u>Fund</u>	<u>SUB</u> <u>TOTAL</u>	<u>TOTAL</u> <u>Employer</u>	<u>Union</u> <u>Dues</u>	<u>Living</u> <u>All-ance</u>	<u>App-ship</u> <u>Fund</u>	<u>TOTAL</u> <u>Employee</u>
Mechanic	\$ 33.64	\$ 5.00	\$ 2.10	\$ 0.23	\$ 0.25	\$ 0.13	\$ 7.71	\$ 41.35	\$ 1.00	\$ 0.25	\$ 0.07	\$ 1.32
4 TH	26.73	4.00	2.10	0.23	0.25	0.13	6.71	33.44	1.00	0.25	0.07	1.32
3 RD	22.80	4.00	2.10	0.23	0.25	0.13	6.71	29.51	1.00	0.25	0.07	1.32
2 ND	18.84	4.00	2.10	0.23	0.25	0.13	6.71	25.55	1.00	0.25	0.07	1.32
1 ST	14.93	4.00	2.10	0.23	0.25	0.13	6.71	21.64	1.00	0.25	0.07	1.32
Probation	17.23	N/A	N/A	N/A	N/A	N/A	-	17.23	1.00	N/A	N/A	1.00
Conditional	19.51	N/A	N/A	N/A	N/A	N/A	-	19.51	1.00	N/A	N/A	1.00

EMPLOYEE DEDUCTIONS

ASBESTOS REMOVERS:

Level 1	16.34	N/A	N/A	0.23	N/A	N/A	0.23	16.57	0.71	N/A	N/A	0.71
Level 2	18.63	N/A	N/A	0.23	N/A	N/A	0.23	18.86	0.71	N/A	N/A	0.71
Level 3	18.08	4.00	2.10	0.23	N/A	N/A	6.33	24.41	0.71	N/A	N/A	0.71
Probation	12.68	N/A	N/A	N/A	N/A	N/A	-	12.68	0.71	N/A	N/A	0.71

Benefit
increase
\$0.25

SCHEDULE C

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

JUNE 27 2004
ICI ZONE 3

RATE: \$1.10
Mechanic: \$1.10
Other: a percent of \$ 1.10
Asbestos Removal 2%

MAY 01/03 RATES

JUNE XX, 2004 RATES

<u>RATE</u>	Existing		Existing	Increase	Increase	New		Revised
<u>CLASS</u>	Base	Vacation	Total	\$1.10	Amount	Base	Vacation	Total
	May01103	at 10%	May01103	Split		June27104	at 10%	June27104
Mechanic	\$ 28.74	\$ 2.87	\$ 31.61	100%	\$ 1.1000	\$ 29.74	2.97	\$ 32.71
4 TH	22.86	2.29	25.15	80%	0.8800	23.66	2.37	26.03
3 RD	19.53	1.95	21.48	70%	0.7700	20.23	2.02	22.25
2 ND	16.11	1.61	17.72	60%	0.6600	16.71	1.67	18.38
1 ST	12.77	1.28	14.05	50%	0.5500	13.27	1.33	14.60
		at 7%						
Probation	14.97	1.05	16.02	50%	0.5500	15.49	1.08	16.57
Condition	17.56	1.23	18.79	65%	0.7150	18.23	1.28	19.51
Asbestos Removers		at 7%						
LEVEL 1	\$ 14.97	1.05	16.02	2%	\$ 0.3204	\$ 15.27	\$ 1.07	\$ 16.34
LEVEL 2	17.07	1.20	18.27	2%	0.3654	17.41	1.22	18.63
LEVEL 3	16.79	1.18	17.97	2%	0.3594	17.13	1.20	18.33
Probation	11.62	0.81	12.43	2%	0.2486	11.85	0.83	12.68

<u>RATE</u>	Revised	Benefit	Pension	Sub Total	Living Al-	Apprent-	TOTAL
<u>June27104</u>	Rate	Fund	Funds		owance	ice Fund	EMPLOYER
Mechanic	\$ 32.71	\$ 1.85	\$ 5.00	\$ 39.56	\$ 0.25	\$ 0.13	\$ 39.94
4 TH	26.03	1.85	4.00	31.88	0.25	0.13	32.26
3 RD	22.25	1.85	4.00	28.10	0.25	0.13	28.48
2 ND	18.38	1.85	4.00	24.23	0.25	0.13	24.61
1 ST	14.60	1.85	4.00	20.45	0.25	0.13	20.83
Probation	16.57	-	-	16.57	-	-	16.57
Condition	19.51	-	-	19.51	-	-	19.51
Asbestos Removers							
LEVEL 1	\$ 16.34	-	-	\$ 16.34	\$ -	\$ -	\$ 16.34
LEVEL 2	18.63	-	-	18.63	-	-	18.63
LEVEL 3	18.33	\$ 1.85	\$ 4.00	24.18	-	-	24.18
Probation	12.68	-	-	12.68	-	-	12.68

Employee Deductions:

	<u>Union</u>	<u>Living All</u>	<u>Apprent-</u>	<u>TOTAL</u>
	<u>Dues</u>	<u>owance</u>	<u>ice Fund</u>	<u>EMPLOYEE</u>
Mechanic	\$ 1.00	\$ 0.25	\$ 0.07	\$ 1.32
4 TH	1.00	0.25	0.07	1.32
3 RD	1.00	0.25	0.07	1.32
2 ND	1.00	0.25	0.07	1.32
1 ST	1.00	0.25	0.07	1.32
Probation	1.00			1.00
Condition	1.00			1.00
Abstesos Removers:				
Level 1	\$ 0.71			\$ 0.71
Level 2	0.71			0.71
Level 3	0.71			0.71
Probation	0.71			0.71

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

ICI ZONE 3 June 27, 2004

CLASS	NET BASE June27	+PLUS Vacation at 10%	=GROSS TOTAL June27	CLASS	NET BASE June27	+PLUS Vacation at 7%	= GROSS TOTAL June27
Mechanic	\$ 29.74	\$ 2.97	\$ 32.71	<u>ASBESTOS REMOVERS</u>			
4 TH	23.66	2.37	26.03	Level 1	\$ 15.27	\$ 1.07	\$ 16.34
3 RD	20.23	2.02	22.25	Level 2	17.41	1.22	18.63
2 ND	16.71	1.67	18.38	Level 3	17.13	1.20	18.33
1 ST	13.27	1.33	14.60	Probation	11.85	0.83	12.68
		at 7%					
Probation	15.49	1.08	16.57				
Conditional	18.23	1.28	19.51				

EMPLOYER PAYROLL COSTS

EMPLOYEE DEDUCTIONS

CLASS	TOTAL	Pension Fund	Benefit Fund	MIAF Fund	Living Allowance	App-ship Fund	SUB TOTAL	TOTAL Employer	Union Dues	Living All-ance	App-ship Fund	TOTAL Employee
Mechanic	\$ 32.71	\$ 5.00	\$ 1.85	\$ 0.23	\$ 0.25	\$ 0.13	\$ 7.46	\$ 40.17	\$ 1.00	\$ 0.25	\$ 0.07	\$ 1.32
4 TH	26.03	4.00	1.85	0.23	0.25	0.13	6.46	32.49	1.00	0.25	0.07	1.32
3 RD	22.25	4.00	1.85	0.23	0.25	0.13	6.46	28.71	1.00	0.25	0.07	1.32
2 ND	18.38	4.00	1.85	0.23	0.25	0.13	6.46	24.84	1.00	0.25	0.07	1.32
1 ST	14.60	4.00	1.85	0.23	0.25	0.13	6.46	21.06	1.00	0.25	0.07	1.32
Probation	16.57	N/A	N/A	N/A	N/A	N/A		16.57	1.00	N/A	N/A	1.00
Conditional	19.51	N/A	N/A	N/A	N/A	N/A		19.51	1.00	N/A	N/A	1.00

ASBESTOS REMOVERS:

Level 1	16.34	N/A	N/A	0.23	N/A	N/A	0.23	16.57	0.71	N/A	N/A	0.71
Level 2	18.63	N/A	N/A	0.23	N/A	N/A	0.23	18.86	0.71	N/A	N/A	0.71
Level 3	18.33	4.00	1.85	0.23	N/A	N/A	6.08	24.41	0.71	N/A	N/A	0.71
Probation	12.68	N/A	N/A	N/A	N/A	N/A		12.68	0.71	N/A	N/A	0.71

THE INSULATORS' UNION OF ONTARIO INC.

ICI ZONE 3 EFFECTIVE: MIDNIGHT OCTOBER 31, 2004

<u>CLASS</u>	<u>NEW</u> <u>BASE</u> <u>NOV. 01</u>	<u>+PLUS</u> <u>Vacation</u> <u>at 10%</u>	<u>-GROSS</u> <u>TOTAL</u> <u>NOV. 01</u>	<u>CLASS</u>	<u>NEW</u> <u>BASE</u> <u>NOV. 01</u>	<u>+PLUS</u> <u>Vacation</u> <u>at 7%</u>	<u>=GROSS</u> <u>TOTAL</u> <u>NOV. 01</u>
Mechanic	\$ 29.51	\$ 2.95	\$ 32.46	<u>ASBESTOS REMOVERS</u>			
4 TH	23.44	2.34	25.78	Level 1	\$ 15.27	\$ 1.07	\$ 16.34
3 RD	20.00	2.00	22.00	Level 2	17.41	1.22	18.63
2 ND	16.48	1.65	18.13	Level 3	16.90	1.18	18.08
1 ST	13.05	1.30	14.35				
		at 7%		Probation	11.85	0.83	12.68
Probation	15.49	1.08	16.57				
Conditional	18.23	1.28	19.51				

EMPLOYER PAYROLL COSTS

EMPLOYEE DEDUCTIONS

<u>CLASS</u>	<u>TOTAL</u>	<u>Pension</u> <u>Fund</u>	<u>Benefit</u> <u>Fund</u>	<u>MIAF</u> <u>Fund</u>	<u>Living</u> <u>Allowance</u>	<u>App-ship</u> <u>Fund</u>	<u>SUB</u> <u>TOTAL</u>	<u>TOTAL</u> <u>Employer</u>	<u>Union</u> <u>Dues</u>	<u>Living</u> <u>All-ance</u>	<u>App-ship</u> <u>Fund</u>	<u>TOTAL</u> <u>Employee</u>
Mechanic	\$ 32.46	\$ 5.00	\$ 2.10	\$ 0.23	\$ 0.25	\$ 0.13	\$ 7.71	\$ 40.17	\$ 1.00	\$ 0.25	\$ 0.07	\$ 1.32
4 TH	25.78	4.00	2.10	0.23	0.25	0.13	6.71	32.49	1.00	0.25	0.07	1.32
3 RD	22.00	4.00	2.10	0.23	0.25	0.13	6.71	28.71	1.00	0.25	0.07	1.32
2 ND	18.13	4.00	2.10	0.23	0.25	0.13	6.71	24.84	1.00	0.25	0.07	1.32
1 ST	14.35	4.00	2.10	0.23	0.25	0.13	6.71	21.06	1.00	0.25	0.07	1.32
Probation	16.57	N/A	N/A	N/A	N/A	N/A	-	16.57	1.00	N/A	N/A	1.00
Conditional	19.51	N/A	N/A	N/A	N/A	N/A	-	19.51	1.00	N/A	N/A	1.00

ASBESTOS REMOVERS:

Level 1	16.34	N/A	N/A	0.23	N/A	N/A	0.23	16.57	0.71	N/A	N/A	0.71
Level 2	18.63	N/A	N/A	0.23	N/A	N/A	0.23	18.86	0.71	N/A	N/A	0.71
Level 3	18.08	4.00	2.10	0.23	N/A	N/A	6.33	24.41	0.71	N/A	N/A	0.71
Probation	12.68	N/A	N/A	N/A	N/A	N/A	-	12.68	0.71	N/A	N/A	0.71

Benefit
increase
\$0.25

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

JUNE 27 2004

ICI NORTHEASTERN ONARIO

RATE: (\$ 32.83 - \$ 32.14 = \$0.69

Mechanic: (\$ 0.69 / 3 = \$0.23) (\$1.10 - \$ 0.23 = \$ 0.8

Other: a percent of \$ 0.87

Asbestos Removal 2%

MAY 01/03 RATES

JUNE 27 2004 RATES

<u>RATE</u>	Existing		Existing	Increase	Increase	New		Revised
<u>CLASS</u>	Base	Vacation	Total	\$0.87	Amount	Base	Vacation	Total
	May01103	at 10%	May01103	Split		June27/04	at 10%	June27101
Mechanic	\$ 30.44	\$ 3.04	\$ 33.48	100%	\$ 0.8700	\$ 31.23	\$ 3.12	\$ 34.35
4 TH	24.23	2.42	26.65	80%	0.6960	24.86	2.49	27.35
3 RD	20.70	2.07	22.77	70%	0.6090	21.25	2.13	23.38
2 ND	17.12	1.71	18.83	60%	0.5220	17.59	1.76	19.35
1 ST	13.61	1.36	14.97	50%	0.4350	14.00	1.41	15.41
		at 7%						
Probation	15.90	1.11	\$ 17.01	50%	0.4350	16.31	1.14	17.45
Condition	17.56	1.23	\$ 18.79	65%	0.5655	18.09	1.27	19.36
Asbestos Removers		at 7%						
LEVEL 1	\$ 14.97	\$ 1.05	\$ 16.02	2%	\$ 0.3204	\$ 15.27	\$ 1.07	\$ 16.34
LEVEL 2	17.07	1.19	18.26	2%	0.3653	17.41	1.22	18.63
LEVEL 3	16.79	1.18	17.97	2%	0.3593	17.13	1.20	18.33
Probation	11.62	0.81	12.43	2%	0.2487	11.85	0.83	12.68

<u>RATE</u>	Revised	Benefit	Pension	Sub Total	Living All-	Apprent-	TOTAL
<u>June27104</u>	Rate	Fund	Funds		owance	ice Fund	EMPLOYER
Mechanic	\$ 34.35	\$ 1.85	\$ 5.00	\$ 41.20	\$ 0.25	\$ 0.13	\$ 41.58
4 TH	27.35	1.85	4.00	33.20	0.25	0.13	33.58
3 RD	23.38	1.85	4.00	29.23	0.25	0.13	29.61
2 ND	19.35	1.85	4.00	25.20	0.25	0.13	25.58
1 ST	15.41	1.85	4.00	21.26	0.25	0.13	21.64
Probation	17.45	-	-	17.45	-	-	17.45
Condition	19.36	-	-	19.36	-	-	19.36
Asbestos Removers							
LEVEL 1	\$ 16.34	-	-	\$ 16.34	\$ -	\$ -	\$ 16.34
LEVEL 2	18.63	-	-	18.63	-	-	18.63
LEVEL 3	18.33	\$ 1.85	\$ 4.00	24.18	-	-	24.18
Probation	12.68	-	-	12.68	-	-	12.68

Employee Deductions:

Union Living All Apprent- TOTAL
Dues owance ice Fund EMPLOYEE

Mechanic	\$ 1.00	\$ 0.25	\$ 0.07	\$ 1.32	NORTH EASTERN
4 TH	1.00	0.25	0.07	1.32	ONT. INC LUDES
3 RD	1.00	0.25	0.07	1.32	THE DISTRICTS OF
2 ND	1.00	0.25	0.07	1.32	
1 ST	1.00	0.25	0.07	1.32	COCHRANE
Probation	1.00			1.00	SUDBURY
Condition	1.00			1.00	TIMISKAMING
Abstesos Removers:					NIPISSING AND
Level 1	\$ 0.71			\$ 0.71	PARRY SOUND
Level 2	0.71			0.71	
Level 3	0.71			0.71	
Probation	0.71			0.71	

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

ICI NORTHEASTERN June 27, 2004

<u>CLASS</u>	<u>NET BASE June27</u>	<u>+PLUS Vacation at 10%</u>	<u>=GROSS TOTAL June27</u>
Mechanic	\$ 31.23	\$ 3.12	\$ 34.35
4 TH	24.86	2.49	27.35
3 RD	21.25	2.13	23.38
2 ND	17.59	1.76	19.35
1 ST	14.00	1.41	15.41
		at 7%	
Probation	16.31	1.14	17.45
conditional	18.09	1.27	19.36

<u>CLASS</u>	<u>NET BASE June27</u>	<u>+PLUS Vacation at 7%</u>	<u>=GROSS TOTAL June27</u>
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ASBESTOS REMOVERS

Level 1	\$ 15.27	\$ 1.07	\$ 16.34
Level 2	17.41	1.22	18.63
Level 3	17.13	1.20	18.33
Probation	11.85	0.83	12.68

**NORTHEASTERN ONTARIO
INCLUDES THE DISTRICTS
OF COCHRANE, SUDBURY
TIMISKAMING, NIPISSING
AND PARRY SOUND**

EMPLOYER PAYROLL COSTS

<u>CLASS</u>	<u>TOTAL</u>	<u>Pension Fund</u>	<u>Benefit Fund</u>	<u>MIAF Fund</u>	<u>Living Allowance</u>	<u>App-ship Fund</u>	<u>SUB TOTAL</u>	<u>TOTAL Employer</u>	<u>Union Dues</u>	<u>Living All-ance</u>	<u>App-ship Fund</u>	<u>TOTAL Employee</u>
Mechanic	\$ 34.35	\$ 5.00	\$ 1.85	\$ 0.23	\$ 0.25	\$ 0.13	\$ 7.46	\$ 41.81	\$ 1.00	\$ 0.25	\$ 0.07	\$ 1.32
4 TH	27.35	4.00	1.85	0.23	0.25	0.13	6.46	33.81	1.00	0.25	0.07	1.32
3 RD	23.38	4.00	1.85	0.23	0.25	0.13	6.46	29.84	1.00	0.25	0.07	1.32
2 ND	19.35	4.00	1.85	0.23	0.25	0.13	6.46	25.81	1.00	0.25	0.07	1.32
1 ST	15.41	4.00	1.85	0.23	0.25	0.13	6.46	21.87	1.00	0.25	0.07	1.32
Probation	17.45	N/A	N/A	N/A	N/A	N/A		17.45	1.00	N/A	N/A	1.00
Conditional	19.36	N/A	N/A	N/A	N/A	N/A		19.36	1.00	N/A	N/A	1.00

EMPLOYEE DEDUCTIONS

ASBESTOS REMOVERS:

Level 1	16.34	N/A	N/A	0.23	N/A	N/A	0.23	16.57	0.71	N/A	N/A	0.71
Level 2	18.63	N/A	N/A	0.23	N/A	N/A	0.23	18.86	0.71	N/A	N/A	0.71
Level 3	18.33	4.00	1.85	0.23	N/A	N/A	6.08	24.41	0.71	N/A	N/A	0.71
Probation	12.68	N/A	N/A	N/A	N/A	N/A		12.68	0.71	N/A	N/A	0.71

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

CONSTRUCTION AGREEMENT WAGES & BENEFITS

NOTES TO THE ICI MAY 01, 2003 SCHEDULES (ZONE) 1, 2 & 3

- 1 – The Master Insulators' Association Fund** – the payment is twenty three cents (\$0.23) per hour worked.
Exception – Probationary Apprentices and Conditional Apprentices.
[see 15.01 (d) and (f)}
- 2 – The Joint Apprenticeship Committee Fund** – the payment is thirteen cents (\$0.13) per hour worked.
Allocated as follows:
Apprentice Fund - seven cents (\$0.07) and to Health and Safety **six** cents (\$0.06).
Exception – Probationary Apprentices. Conditional Apprentices and Asbestos Removers.
[see 15.01 (e) and (f)}
- 3 – The Living Allowance Fund** – the payment is twenty five cents (\$0.25) per hour worked.
Exception – Probationary Apprentices, Conditional Apprentices and Asbestos Removers.
[see 16.02}
- 4 – Benefit Fund** – the employee payment is one cent (\$0.01) per hour worked. **An** additional one cent (\$0.01) contribution is made **by** the employer.
AH deductions **and** contributions are sent to the De Novo .Treatment **Centre**.
- 5 – Asbestos Removers** – All probationary asbestos removers will automatically be upgraded **to** the next pay level in the first pay period after completing two hundred hours (200).

DATED: March 17, 2003

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

ICI NORTHEASTERN EFFECTIVE: MIDNIGHT OCTOBER 31, 2004

<u>CLASS</u>	NEW BASE NOV. 01	+PLUS Vacation at 10%	=GROSS TOTAL NOV. 01
Mechanic	\$ 31.00	\$ 3.10	\$ 34.10
4 TH	24.64	2.46	27.10
3 RD	21.03	2.10	23.13
2 NO	17.37	1.73	19.10
1 ST	13.78	1.38	15.16
		at 7%	
Probation	16.31	1.14	17.45
Conditional	18.09	1.27	19.36

<u>CLASS</u>	NEW BASE NOV. 01	+PLUS Vacation at 7%	=GROSS TOTAL NOV. 01
<u>ASBESTOS REMOVERS</u>			
Level 1	\$ 15.27	\$ 1.07	\$ 16.34
Level 2	17.41	1.22	18.63
Level 3	16.90	1.18	18.08
Probation	11.85	0.83	12.68

NORTHEASTERN ONTARIO
INCLUDES THE DISTRICTS
OF COCHRANE, SUDBURY
TIMISKAMING, NIPISSING
AND PARRY SOUND

EMPLOYER PAYROLL COSTS

EMPLOYEE DEDUCTIONS

CLASS	TOTAL	Pension Fund	Benefit Fund	MIAF Fund	Living Allowance	App-ship Fund	SUB TOTAL	TOTAL Employer	Union Dues	Living All-ance	App-ship Fund	TOTAL Employee
Mechanic	\$ 34.10	\$ 5.00	\$ 2.10	\$ 0.23	\$ 0.25	\$ 0.13	\$ 7.71	\$ 41.81	\$ 1.00	\$ 0.25	\$ 0.07	\$ 1.32
4 TH	27.10	4.00	2.10	0.23	0.25	0.13	6.71	33.81	1.00	0.25	0.07	1.32
3 RD	23.13	4.00	2.10	0.23	0.25	0.13	6.71	29.84	1.00	0.25	0.07	1.32
2 ND	19.10	4.00	2.10	0.23	0.25	0.13	6.71	25.81	1.00	0.25	0.07	1.32
1 ST	15.16	4.00	2.10	0.23	0.25	0.13	6.71	21.87	1.00	0.25	0.07	1.32
Probation	17.45	N/A	N/A	N/A	N/A	N/A	-	17.45	1.00	N/A	N/A	1.00
Conditional	19.36	N/A	N/A	N/A	N/A	N/A	-	19.36	1.00	N/A	N/A	1.00

ASBESTOS REMOVERS:

Level 1	16.34	N/A	N/A	0.23	N/A	N/A	0.23	16.57	0.71	N/A	N/A	0.71
Level 2	18.63	N/A	N/A	0.23	N/A	N/A	0.23	18.86	0.71	N/A	N/A	0.71
Level 3	18.08	4.00	2.10	0.23	N/A	N/A	6.33	24.41	0.71	N/A	N/A	0.71
Probation	12.68	N/A	N/A	N/A	N/A	N/A	-	12.68	0.71	N/A	N/A	0.71

Benefit
increase
\$0.25

MAINTENANCE AGREEMENT

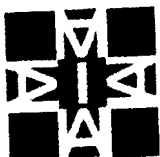
BETWEEN

**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 7, 2004 TO APRIL 30, 2007



PREAMBLE

THIS AGREEMENT made **as** of the 7th day of June 2004 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 7, 2004 **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:

MAINTENANCE AGREEMENT

TABLE OF CONTENTS

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ARTICLE 1	DEFINITION OF MAINTENANCE WORK	3
ARTICLE 2	TERMS AND CONDITIONS	4
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SCHEDULES

SCHEDULE **M** - ZONE 1 WAGES AND BENEFITS - EFFECTIVE June 26, 2004

SCHEDULE N - ZONE 2 WAGES AND BENEFITS - EFFECTIVE June 26, 2004

SCHEDULE O - ZONE 3 WAGES **AND** BENEFITS - EFFECTIVE June 26, 2004

SCHEDULE P - ZONE 1 WAGES AND BENEFITS - EFFECTIVE April 30, 2005

SCHEDULE Q - ZONE 2 WAGES **AND** BENEFITS - EFFECTIVE April 30, 2005

SCHEDULE R - ZONE 3 WAGES AND BENEFITS - EFFECTIVE April 30, 2005

SCHEDULE **S** - ZONE 1 WAGES AND BENEFITS - EFFECTIVE April 29, 2006

SCHEDULE T - ZONE 2 WAGES AND BENEFITS - EFFECTIVE April 29, 2006

SCHEDULE U - ZONE 3 WAGES AND BENEFITS - EFFECTIVE April 29, 2006

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.
- (e) (i) Overtime rates as the rate of one and one half times (1 ½) shall be paid for all work performed on Monday to Friday inclusive, in excess of the maximum hours of work provided for in clause 2.01 (d), for the first two (2) hours worked.
- (e) (ii) All other overtime shall be paid out at the rate of double time.

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

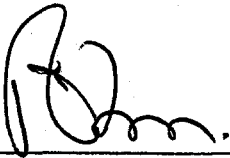
DURATION AND RENEWAL OF AGREEMENT

This Agreement shall become effective on the 7th day of **June**, 2007 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, 2007 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 7th day of June 2004.

The Master Insulators' Association
Ontario, Inc.

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



Signed by: Richard Plue



Signed by: Ed Lalonde



Signed by: Pat Desmarais



Signed by: Fred Clare Jr.

SCHEDULE M

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

JUNE 27, 2004 HOURLY RATE : RATE BASED on 95% of ICI increase

(\$ 1.10 X .95) = \$ 1.045

MAINTENANCE ZONE 1

Mechanic: \$ 1.045

Other: a percent of \$ 1.04 45

MAY 01/03 RATES

	Existing Base May01.03	Vacation at 10%	Existing Total May01/03	Increase Split	Increase Amount \$ 1.0450	New Base Junexx/04	Vacation at 10%	Revised Total June27/04
Mechanic	\$ 28.67	\$ 2.87	\$ 31.54	100%	\$ 1.0450	\$ 29.63	\$ 2.96	\$ 32.59
4 TH	22.35	2.24	24.59	80%	0.8360	23.12	2.31	25.43
3 RD	19.08	1.91	20.99	70%	0.7315	19.76	1.98	21.73
2 ND	15.78	1.58	17.36	60%	0.6270	16.35	1.64	17.99
1 ST	12.52	1.25	13.77	50%	0.5225	12.99	1.30	14.29
		at 7%					at 7%	
Probation	14.70	1.03	15.73	50%	0.5225	15.18	1.07	16.25
Condition	17.04	1.19	18.23	65%	0.6793	17.67	1.24	18.91

RATE June27/04	Revised Rate	Benefit Fund	Pension Funds	Sub Total	Living Al- owance	Apprent- ice Fund	TOTAL EMPLOYER
Mechanic	\$ 32.59	\$ 1.85	\$ 5.00	\$ 39.44	\$ 0.25	\$ 0.13	\$ 39.82
4 TH	25.43	1.85	4.00	31.28	0.25	0.13	31.66
3 RD	21.73	1.85	4.00	27.58	0.25	0.13	27.96
2 ND	17.99	1.85	4.00	23.84	0.25	0.13	24.22
1 ST	14.29	1.85	4.00	20.14	0.25	0.13	20.52
Probation	16.25			16.25			16.25
Condition	18.91			18.91			18.91

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

June 1, 2004

CLASS	NET BASE June27	+ PLUS Vacation at 10%	= GROSS TOTAL June27
Mechanic	\$ 29.63	\$ 2.96	\$ 32.59
4 TH	23.12	2.31	25.43
3 RD	19.76	1.97	21.73
2 ND	16.35	1.64	17.99
1 ST	12.99	1.30	14.29
		at 7%	
Probation	\$ 15.18	\$ 1.07	\$ 16.25
Condition	17.67	1.24	18.91

EMPLOYER PAYMENTS

EMPLOYEE COSTS

CLASS	TOTAL	Pension Funds	Benefit Fund	MIA Fund	Living Allowance	App-ship Fund	SUB TOTAL	TOTAL Employer	Union Dues	Living All-ance	App-ship Fund	TOTAL Employee
Mechanic	\$ 32.59	\$ 5.00	\$ 1.85	\$ 0.23	\$ 0.25	\$ 0.13	7.46	\$ 40.05	\$ 1.00	\$ 0.25	\$ 0.07	\$ 1.32
4 TH	25.43	4.00	1.85	0.23	0.25	0.13	6.46	31.89	1.00	0.25	0.07	1.32
3 RD	21.73	4.00	1.85	0.23	0.25	0.13	6.46	28.19	1.00	0.25	0.07	1.32
2 ND	17.99	4.00	1.85	0.23	0.25	0.13	6.46	24.45	1.00	0.25	0.07	1.32
1 ST	14.29	4.00	1.85	0.23	0.25	0.13	6.46	20.75	1.00	0.25	0.07	1.32
Probation	16.25	N/A	N/A	N/A	N/A	N/A	0	16.25	1.00	N/A	N/A	1.00
Condition	18.91	N/A	N/A	N/A	N/A	N/A	0	18.91	1.00	N/A	N/A	1.00

Benefit
increase
\$0.25

SCHEDULE N

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

JUNE 27 2004 HOURLY RATE: RATE BASED on 95% of ICI increase

(\$ 1.10 X .95) = \$ 1.045

MAINTENANCE ZONE 2

Mechanic: \$ 1.045

Other: a percent of \$ 1.04 45

MAY 01/03 RATES

	Existing Base May01.03	Vacation at 10%	Existing Total May01103	Increase Split	Increase Amount \$ 1.0450	New Base Junexx/04	Vacation at 10%	Revised Total June27104
Mechanic	\$ 28.05	\$ 2.80	\$ 30.85	100%	\$ 1.0450	\$ 29.00	\$ 2.90	31.90
4 TH	21.86	2.19	24.05	80%	0.8360	22.63	2.26	24.89
3 RD	18.64	1.86	20.50	70%	0.7315	19.30	1.93	21.23
2 ND	15.42	1.54	16.96	60%	0.6270	15.99	1.60	17.59
1 ST	12.21	1.22	13.43	50%	0.5225	12.68	1.27	13.95
		at 7%					at 7%	
Probation	14.41	1.01	15.42	50%	0.5225	14.90	1.04	15.94
Condition	17.04	1.18	18.22	65%	0.6793	17.67	1.24	18.91

RATE	Revised	Benefit	Pension	Sub	Living Al-	Apprent-	TOTAL
June27104	Rate	Fund	Funds	Total	owance	ice Fund	EMPLOYER
Mechanic	\$ 31.90	\$ 1.85	\$ 5.00	\$ 38.75	\$ 0.25	\$ 0.13	\$ 39.13
4 TH	24.89	1.85	4.00	30.74	0.25	0.13	31.12
3 RD	21.23	1.85	4.00	27.08	0.25	0.13	27.46
2 ND	17.59	1.85	4.00	23.44	0.25	0.13	23.82
1 ST	13.95	1.85	4.00	19.80	0.25	0.13	20.18
Probation	15.94			15.94			15.94
Condition	18.91			18.91			18.91

SCHEDULE O

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

JUNE 27 2004 HOURLY RATE: RATE BASED on 95% of ICI increase

(\$1.10 X .95) = \$ 1.045

MAINTENANCE ZONE 3

Mechanic: **\$ 1.045**

Other: a percent of **\$ 1.04 45**

MAY 01/03 RATES

	Existing Base May01.03	Vacation at 10%	Existing Total May01103	Increase Split	Increase Amount \$ 1.0450	New Base Junexx/04	Vacation at 10%	Revised Total June27/04
Mechanic	\$ 26.97	\$ 2.70	\$ 29.67	100%	\$ 1.0450	\$ 27.93	\$ 2.79	30.72
4 TH	21.22	2.12	23.34	80%	0.8360	\$ 21.98	2.20	24.18
3 RD	17.92	1.79	19.71	70%	0.7315	\$ 18.58	1.86	20.44
2 ND	14.79	1.48	16.27	60%	0.6270	15.36	1.54	16.90
1 ST	11.69	1.17	12.86	50%	0.5225	\$ 12.16	1.22	13.38
		<i>at 7%</i>					<i>at 7%</i>	
Probation	13.82	0.97	14.79	50%	0.5225	14.31	1.00	15.31
Condition	17.04	1.19	18.23	65%	0.6793	17.67	1.24	18.91

RATE	Revised June27104 Rate	Benefit Fund	Pension Funds	Sub Total	Living Al- owance	Apprent- ice Fund	TOTAL EMPLOYER
Mechanic	\$ 30.72	\$ 1.85	\$ 5.00	\$ 37.57	\$ 0.25	\$ 0.13	\$ 37.95
4 TH	24.18	1.85	4.00	30.03	0.25	0.13	30.41
3 RD	20.44	1.85	4.00	26.29	0.25	0.13	26.67
2 ND	16.90	1.85	4.00	22.75	0.25	0.13	23.13
1 ST	13.38	1.85	4.00	19.23	0.25	0.13	19.61
Probation	15.31			15.31			15.31
Condition	18.91			18.91			18.91

THE MASTER INSULATORS ASSOCIATION OF ONTARIO INC.

JUNE 27 2004 HOURLY RATE : RATE BAISED on 95% of ICI increase
(\$1.045 - \$0.23 = \$0.815)

MAINTENANCE NORTHEASTERN Mechanic: \$0.815
Other: A percent of \$0.8155

NAY 01/03 RATES

	Existing Base May01.03	Vacation at 10%	Existing Total May01/03	Increase Split	Increase Amount \$ 0.8150	New Base June27104	Vacation at 10%	Revised Total June27104
Mechanic	\$ 28.67	\$ 2.87	\$ 31.54	100%	\$ 0.8150	\$ 29.41	\$ 2.95	32.36
4 TH	22.35	2.24	24.59	80%	0.6520	22.95	2.29	25.24
3 RD	19.08	1.91	20.99	70%	0.5705	19.60	1.96	21.56
2 ND	15.78	1.58	17.36	60%	0.4890	16.23	1.62	17.85
1 ST	12.52	1.25	13.77	50%	0.4075	12.89	1.29	14.18
		at 7%					at 7%	
Probation	14.70	1.03	15.73	50%	0.4075	15.08	1.06	16.14
Condition	17.04	1.18	18.22	65%	0.5298	17.52	1.23	18.75

RATE	Revised June27104 Rate	Benefit Fund	Pension Funds	Sub Total	Living Al- owance	Apprent- ice Fund	TOTAL EMPLOYER
Mechanic	\$ 32.36	\$ 1.85	\$ 5.00	\$ 39.21	\$ 0.25	\$ 0.13	\$ 39.59
4 TH	25.24	1.85	4.00	31.09	0.25	0.13	31.47
3 RD	21.56	1.85	4.00	27.41	0.25	0.13	27.79
2 ND	17.85	1.85	4.00	23.70	0.25	0.13	24.08
1 ST	14.18	1.85	4.00	20.03	0.25	0.13	20.41
Probation	16.14			16.14			16.14
Condition	18.75			18.75			18.75

**NORTHEASRERN ONTARIO
INCLUDES THE DISTRICTS OF**

**COCHRANE
SUDBURY
TIMISKAMING
NIPISSING AND
PARRY SOUND**



LETTER OF UNDERSTANDING #101

Stabilization Program


Contractors not using a formal Bid Deposit System or an informal Bid Deposit System, ~~that~~ is in place for tender closing for a stabilized project, will not be eligible to utilize any form of stabilization benefits provided for on that particular stabilized project.

IN WITNESS WHEREOF this letter of understanding has been executed by the duly authorized officers of the Association, and of the Union, on the 20th day of October, 1997.

This Letter of Understanding has subsequently been renewed by current authorized officers of the Association and of the Union, on the 15th day of September, 2004.

The Master Insulators' Association
Of Ontario Inc.


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



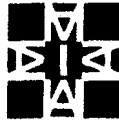
Signed by: Dave Thomas for Richard Plue

Signed by: Ed Lalonde



Signed by: Pat Desmarais

Signed by: Fred Clare Jr.



LETTER OF UNDERSTANDING #102

Stabilization Program

Purpose: To stabilize the insulation industry for employees and employers with a cost competitive package **against** non union competition during the tender stage of a project for construction, maintenance **or** asbestos removal.

Methods: The method of cost reductions may be derived from any of the following or any combination of:

- 1) Site specific changes to the collective agreement concerning wage rates, living allowance & travel, apprentice **ratios**, overtime **rates**, hours of work, or any other changes that local 95 may be willing to provide.
- 2) Subsidization from the Market Recovery Fund.
- 3) Subsidization from the Living Allowance Fund.

Criteria: The extent of subsidization will be determined by local 95 based on the following parameters:

- 1) All **contractors** with at least **5,000** man hours in the preceding calendar year will be eligible for **any** method or **any** combination of methods of **cost** reductions that local 95 may be willing to provide.
- 2) All contractors with less than 5,000 man hours in the preceding calendar year, will **also** be eligible for **any** method or any combination of methods of **cost** reductions that local 95 may be willing to provide, providing that they **hire a** minimum of one mechanic to work on **the** subsidized project for **the** duration of **the** job.
- 3) All contractors with less than 5,000 **man** hours in the preceding calendar year and who do not **hire a** minimum of one **mechanic** to work on the subsidized project, for the duration of **the** job will be eligible **or** certain methods of cost reductions, ~~tht~~ local 95 may be willing to provide.

Limitations:

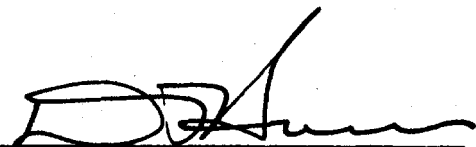
- 1) Stabilization must **only** be provided during the tender stage of a project and must be provided in writing to the **MIA** office no later than 24 hours prior to tender closing date.
- 2) Stabilization details are provided by **the** union to the **MIA** office and any stabilization shall not be offered or provided by the union directly to any contractor(s).
- 3) **Only those** contractors requesting stabilization details prior to tender closing time will be eligible to utilize **this** assistance. Validity must be supported by a time and date record on a fax receipt.
- 4) Stabilization for each project must be **MIA** approved directly by the manager.
- 5) The limits to stabilization from the Living Allowance Fund **as** follows:
 - (i) Only where room and board and/or travel expense eligibility exists. Stabilization from this fund will be made directly to the employee on application.

IN WITNESS WHEREOF This letter of understanding **has** been executed by the duly authorized officers of the Association, **and** of the Union, on the **15th day of July, 1998.**

This Letter of Understanding **has** subsequently **been** renewed by current authorized officers of the Association and of the Union, on **the 15th day of September, 2004.**

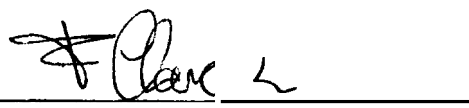
The Master Insulators' Association
OF Ontario Inc.

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


Signed by: Dave **Thomas** for Richard Plue


Signed by: Ed Lalonde


Signed by: Pat Desmarais


Signed by: Fred Clare Jr.



LETTER OF UNDERSTANDING #103

That the Master Insulators Association of **Ontario** Inc. will act **as** a designated bargaining agent on all issues relating to clause 163.2 and 163.3 of Bill 69 and will **only** invoke use of this section should the Union (Local **95**) not adequately stabilize projects using the Market Recovery **fund** to provide a competitive environment to combat non union competition; to the satisfaction **of** the Association.

IN WITNESS WHEREOF: the duly **authorized** officers of the Association, and of the Union have executed this letter of understanding, **on** the 11th day of May 2001.

This Letter of Understanding **has** subsequently been renewed by current **authorized** officers of **the** Association **and** of the Union, on the 15th day of September, 2004.

The Master Insulators' Association
Of Ontario Inc.

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

Signed by: Dave **Thomas** for Richard Plue

Signed by: **Ed** Lalonde

Signed by: Pat Desmarais

Signed by: Fred Clare Jr.



LETTER OF UNDERSTANDING # 104

MIA/Local 95 JOINT HEALTH & SAFETY TRAINING PROGRAM

AIM

To provide adequate safety training on an ongoing basis en masse to achieve levels **that** are higher than adequate, **within** a program that is designed for uniformity & consistency and with regard to the specific and unique relationship of an individual item of safety to **our** work-style.

PURPOSE

To provide an elevated **standard** of **work** practice and safety training in the best interests of well-being for **Local 95** workers and their families. To provide foster and encourage **with** a degree of insistence, the most enhancing accident insurance money and effort **can** buy – **PREVENTION**.

In accomplishing **this**, as an added benefit to promote and market our collective industry as the safest **work** force in our industry consistent geographically, individually, and task specific.

METHOD

To provide multiple sessions within each Listed Municipality of approx. 4 hours **with** training content of: Legislated update, WHMIS update, expansion and enhancements to minimum **training**. The Joint & Safety committee shall schedule and implement such sessions. All members of Local 95 must attend each **annual** training program. Failure to do **so** will result in Employer's **refusal** to hire that individual. Should **a** Local 95 member miss all opportunities to attend the available sessions, **that** individual **may** receive that **training** at the **Trade** School when timing and enrolment **numbers** so suit the Trade School Administration to conduct such **a** session. Such members who miss **regular** scheduled sessions shall do **so** at the Trade School at **their** own **expense** and without **remuneration**.

TIMING & FREQUENCY

Annually, each spring, **with** multiple sessions, over **a 4 to 6 week period**.

COSTS

The cost of providing training, personnel, equipment, props and facilities will be funded by the MIA.

A \$50 payment to each worker in full attendance will be initially made by the employer and will be reimbursed by the JAC.

The Union will provide ~~initial~~ payment for unemployed attendees and shall be reimbursed in a similar fashion.

The JAAC funding to each employer will increase by 6 cents and will be used to cover all of the above costs.

INAUGURAL SESSION

The first session to be staged in the spring of 2002. Content shall be:

Fall Arrest Training

WHIMIS update

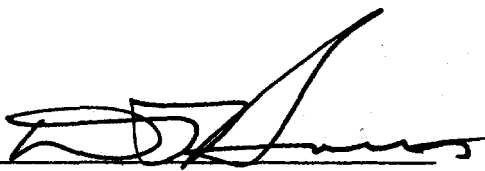
Other topic(s) as determined by the Joint Health & Safety Committee

IN WITNESS WHEREOF: the duly authorized officers of the Association, and of the Union have executed this letter of understanding, on the 18th day of February, 2002.

This Letter of Understanding has subsequently been renewed by current authorized officers of the Association and of the Union, on the 15th day of September, 2004.

The ~~Meter~~ Insulators' Association
Of Ontario Inc.

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



Signed by: Dave Thomas for Richard Plue



Signed by: Ed Lalonde



Signed by: Pat Desmarais



Signed by: Fred Clare Jr.

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LETTER of UNDERSTANDING #107

Article 6.05 PROCEDURES

- 1) It is not the intent of this document to interfere with the right of Local 95 to file a grievance or negotiate a settlement in satisfaction of **an** infraction of **the** Collective Agreement. It is solely the intent of this document that Article 6.05 is implemented in a fair and proper fashion.

- 2) i) Local 95 to advise the MIA prior to **filing** any grievance, or prior to any negotiations of settlement for **any** infraction or violation of the Collective Agreement against one or any MIA employers, including but not limited to **those** that may be associated with cause to invoke Article 6.05.

ii) The preliminary information provided by Local 95 to **the** MIA **shall only** be used to determine the implementation of Article 6.05. Local 95 retains the right to file and **pursue a** grievance for **damages** in cases where the MIA **has** decided to veto **the** implementation of Article 6.05.

iii) Whether Article 6.05 is involved or not, the MIA retains **the** right to defend **any** grievance involving **their** employer member(s).

- 3) **Local** 95 agrees it shall deem to invoke and apply article 6.05 to each and every grievance and/or settlement in satisfaction of **an** infraction or violation for the **use** **or** employment of non-union workers for **the** roles of work and application of insulation and/or **accessories as** detailed and described in **the** preamble of the Collective Agreement.

- 4) Local 95 acknowledges **the** right of **the** MIA to veto **any** implementation of Article 6.05 to **any** grievance or **any** settlement the Union may negotiate or **impose on** any signatory employer for any **infraction or** violation of **the** Collective Agreement regarding the alleged use or employment of non-union workers.

- 5) Local 95 and the MIA **agrees** that **the** penalty of **\$25,000 as set** out in **the** Collective Agreement is not be varied from, discounted, or levied in **part, as** penalties imposed and sought for collection in satisfaction of any grievance or in satisfaction of **any** settlement where Article 6.05 is deemed to apply within the Collective Agreement or it's Letters of Understanding.

- 6) The MIA agrees to consider any and **all** veto of the 6.05 portion of a grievance it deems to review, based solely on its intent of application, and shall not distinguish validity in any way based on extent or scale of the **infraction** nor by whom the subjects are. The status, record, or reputation of any or **all** subject employers *shall* not consider in the veto review process.
- 7) Where the MIA exercises its right to veto and instructs the Union of its intent to veto the Article, the Union shall not **seek** penalty as Article 6.05, and *shall* advise any adjudicator(s), mediators, or persons of decisive authority “that it does not pursue nor deem the Article to apply”. The Union may proceed to pursue a grievance or settlement seeking alleged damages other than imposition of Article **6.05**.
- 8) The Union agrees to provide the MIA its evidence for **all** and any grievances or settlement attempts for any **infraction** of any Article within the Collective Agreement, and to allow **20 working days** from the MIA’s receipt of such evidence for **the** MIA to complete its review prior to filing a grievance or prior to seeking or negotiating a settlement in regard to the alleged infraction. The MIA agrees to extend the grievance period under Article 6.04 equal to the number of days required to complete **the** review.
- 9) **The** MIA *shall* make every attempt not to **name** nor provide information that may disclose the identity of a subject employer nor the identity of the review committee during any review procedure. The Union shall provide its information and without naming the subjects, the project, or its witnesses. **The** Union agrees however, to provide the MIA manager by means of verbal discussion, the **name** of the subject Employer, **the** name and location of the project; for the managers purpose of correctly relating **the** evidence and information to **the** correct subject and case, **as well as** for the purposes of correct implementation of **MIA** procedures for appropriate selection of the review committee.
- 10) Both parties agree that **the** sole intent of Article 6.05 is to provide by means of its enforcement, a more severe and successful deterrent than mere awarded damages to **the** penalty of any **practice** by any signatory employers to use **non-union persons** to perform work **with the** competitive advantage in any form or **scale** that is contrary to **the** work **the** Collective Agreement describes and is intended to include.
- 11) **All** fines collected by enforcement of Article 6.05 will be placed in a trust **fund** and administered **as per** Article 6 of **the** Collective Agreement. **Money** in the trust **fund shall be** used to cover **the** costs of collecting Article 6.05 judgments.
 - a) Collection expenditures are defined **as** third party costs, such **as** legal fees, court costs and collection agency fees. **Time** and other expenses incurred by Local 95 employees and/or **members** are not included **as** collection expenditures and **are** not recoverable from the trust **fund** nor will **they** be financed in part by the M.I.A.

- b) The Union **will** separate the costs of collection that relate to the collection of awarded or negotiated damages from **those** costs related to the collection of monies related to the imposition of Article 6.05. When these costs cannot be effectively and accurately kept separate, they shall be determined by pro rating the values.
- c) The M.I.A. agrees to assist Local 95 in equally financing **the** costs of such collection, at a rate of 50% whenever sufficient funds are not available in the trust fund.
- d) Local 95 and the M.I.A will be reimbursed equally for any collection expenditures **as** money becomes available in the trust fund.
- e) The fund's trustees may deem circumstances **unusual** to the specifics described in item (d) above, wherein the trust fund **may** be used **beyond such** definition. This may include the third party costs of prosecution of grievances involving Article 6.05 if the damages portion of **the** grievance are less **than** the third party costs.
- f) The first **\$25,000.00** collected on any judgment involving Article 6.05 **shall** be deemed to be **the** Article 6.05 fine and **shall** be deposited into the trust fund.
- g) When **the** balance of this trust **fund** exceeds \$25,000.00, **the amount in** excess **may** be used for a common **industry** purpose or charity **as** determined **by the** trust fund's trustees.

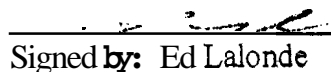
IN WITNESS WHEREOF: **this** letter of understanding **has** been executed by **the** duly authorized officers of the Association, and of the **Union**, on the 14th day of October 2004.

**The Master Insulators' Association
Of Ontario Inc.**

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



Signed by: Richard Plue



Signed by: Ed Lalonde



Signed by Pat Desmarais



Signed by: Fred Clare Jr.



INTERIM JEDI #110

Stabilization Program

Purpose: To stabilize the insulation industry for employees and employers with a cost competitive package against non-union competition during the tender stage of a project for construction, maintenance or asbestos removal.

Methods: The method of cost reductions may be derived from any of the following or any combination of:

- 1) Site specific changes to the collective agreement concerning wage rates, living allowance & travel, apprentice ratios, overtime rates, hours of work, or any other changes that local 95 may be willing to provide.
- 2) Subsidization from the Market Recovery Fund.
- 3) Subsidization from the Living Allowance Fund.

Criteria: The extent of subsidization will be determined by local 95 based on the following parameters:

- 1) All contractors with at least 5,000 man hours in the preceding calendar year will be eligible for any method or any combination of methods of cost reductions that local 95 may be willing to provide.
- 2) All contractors with less than 5,000 man hours in the preceding calendar year, will also be eligible for any method or any combination of methods of cost reductions that local 95 may be willing to provide, providing that they hire a minimum of one mechanic to work on the subsidized project for the duration of the job.
- 3) All contractors with less than 5,000 man hours in the preceding calendar year and who do not hire a minimum of one mechanic to work on the subsidized project, for the duration of the job will be eligible for certain methods of cost reductions, that local 95 may be willing to provide.

Limitations:

- 1) Stabilization from the Living Allowance Fund shall only apply where room and board and/or travel expense eligibility exists. Stabilization from this fund will be made directly to the employee on application.
- 2) Contractors not **using** a formal Bid Deposit System or an informal Bid Deposit System, **that** is in place for tender closing for a stabilized project, will not be eligible to utilize any form of stabilization benefits provided for on that particular stabilized project.

Procedures:

- 1) **An** Employer who **has** valid reason to believe they **are** competing against a non-union company may apply for competitive assistance from the Stabilization Program by submitting, by facsimile, a completed Schedule "A" to Local 95. A copy shall **also** be sent, with hours blanked out, by facsimile **to** the MIA office.
- 2) It is **agreed** by all parties that **post** tender stabilization shall not occur under **any** circumstances.
 - 3) i) The completed Schedule "A" should be received by Local 95 and the **MIA office** no later **than** 72 hours prior to the tender closing time of record to be considered.
 - ii) If due to circumstances beyond the Employers control, there is a request for Stabilization received less **than** 72 hours before closing then Local 95 may still opt to review the project for Stabilization.
 - iii) Under no circumstances will Stabilization be considered less than **24 hours** prior **to** the tender closing of record.
- 4) **Local 95** shall provide details of the Stabilization by facsimile to the **MIA** office **no less** than 24 hours prior to **the** tender closing of record, numbered for reference, on a Schedule "E". Schedule **E's** and **or** stabilization details that **are** sent directly to Employers from the Union shall not be valid without expressed **permission** from the MIA office or **MIA** President.
- 5) A copy of Schedule "E" indicating the details of the Stabilization will be circulated by facsimile to all Employers who provided a completed Schedule "A" or have requested a Schedule "E" prior to tender closing.

- 6) When an Employer is successful in procuring a Stabilized project they shall complete the Employer portion of a Schedule "F" and along with a copy of a Purchase Order or Subcontract with monetary referenced blanked out, they shall send both documents by mail or courier to the MIA office.
- 7) The MIA shall then check that the Schedule "F" conforms to procedures as set out in this document. The MIA Manager or other designated MIA employee shall sign and forward to Local 95 along with the Purchase Order copy.
- 8) Local 95 shall, upon agreeing to its validity, sign and send a copy of the completed Schedule "F" to the Employer, and the Benefit Plan Administrators whenever "LATF" is used as stabilization assistance. Invoices for subsidy fund portions of Stabilization shall be remitted to Local 95.
- 9) Stabilization assistance may be revoked at any time if it has been found that the Employer has knowingly provided false information on their Schedule "A".

Disclaimer:

The MIA and Local 95 will make every effort to process requests for Stabilization in a fair and equitable fashion in accordance with the procedures as set forth herein. However, it is incumbent on all Employers to ensure that they inform the MIA and Local 95 of their intention to bid a project and that they remit and receive the relevant forms for Stabilization. The MIA and Local 95 accept no responsibility for any inadvertent omissions.

IN WITNESS WHEREOF the duly authorized officers of the Association, and of the Union have executed this letter of understanding, on the 27th day of September, 2004.

The Master Insulators' Association
Of Ontario Inc.



Signed by: Dave Thomas for Richard Plue




Signed by: Pat Desmarais

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



Signed by: Ed Lalonde



Signed by: Fred Clare Jr.