

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: July 7, 1992
to APRIL 30, 1995



SEP 23 1994



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PREAMBLE

THIS AGREEMENT made as of the 7th day of July, 1992 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"),

- (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.

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 travellers 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 prepara-

tion, distribution, fabrication, alteration, application, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing and/or weatherproofing of cold or hot thermal and/or acoustical insulation with such materials as may be specified when these materials are to be installed for thermal and/or acoustical purposes in voids or on other piping, fittings, valves, boilers, ducts, flues, tanks, vats, equipment, or on any hot or cold surface for the purpose of thermal and/or acoustical control and such other work as may be awarded to the Union pursuant to a trade jurisdictional award.

1.02 (b)

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

1.03 (a)

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

1.03 (b)

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

1.03 (c)

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

1.03 (d)

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

1.04

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

1.05

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

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

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

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

ARTICLE 2

Hiring

2.01 (a)

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

2.01 (b) (i)

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

2.01 (b) (ii)

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

2.01 (b) (iii)

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

2.01 (b) (iv)

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

2.01 (c)

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

2.02

The Union agrees to give preference to and furnish the most competent available employees to the employers on request, provided however, that the employer shall have the right to determine the competence and qualifications of its employees, and to discharge or refuse to employ, in his or her sole discretion, any employee for any just and sufficient cause. The employer shall not discriminate against any employee by reason of his or her membership in the Union or his or her participation in its lawful activities.

2.03 (a)

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

EMPLOYEES IN SHOP	APPRENTICES	MECHANICS	EMPLOYEES IN SHOP	APPRENTICES	MECHANICS
1	0	1	51	13	38
2	0	2	52	13	39
3	1	2	53	13	40
4	1	3	54	13	41
5	1	4	55	14	41
6	1	5	56	14	42
7	2	5	57	14	43
8	2	6	58	14	44
9	2	7	59	15	44
10	2	8	60	15	45
11	3	8	61	15	46
12	3	9	62	15	47
13	3	10	63	16	47
14	3	11	64	16	48
15	4	11	65	16	49
16	4	12	66	16	50
17	4	13	67	17	50
18	4	14	68	17	51
19	5	14	69	17	52
20	5	15	70	17	53
21	5	16	71	18	53
22	5	17	72	18	54
23	6	17	73	18	55
24	6	18	74	18	56
25	6	19	75	19	56

EMPLOYEES IN SHOP	APPRENTICES	MECHANICS	EMPLOYEES IN SHOP	APPRENTICES	MECHANICS
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	100	25	75

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 names of individuals classified as conditional apprentices who have been employed by an employer previously and who have received WHMIS training 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 fulfill the employer's labour force requirements. The employer shall either agree to hire such available Union members or agree to lay off all conditional apprentices within **48** hours (two working days) of said notice. If the employer fails to lay off the conditional apprentices after **48** hours as agreed, the Union has the right to send an equal number of employees to replace the conditional apprentices with all costs to the employer.

2.04 (h)

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

2.04 (i)

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

2.05 (a)

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

2.05 (b) (i)

Where the Union is unable to supply the requested number of apprentices an emergency need not be declared to hire new first year probationary apprentices providing the employers' 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 J.A.C. 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 UIC 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 it 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 *2/4/20*

3.01 (a) (i)

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

3.01 (a) (ii)

An earlier starting time of 6:30 AM 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 and upon approval of the Union office, flexible hours may be worked. Such approval will not be *h 5 / 19*

unreasonably withheld by the Union. Flexible hours are not for make up time or for work on week-ends or statutory holidays.

3.01 (a) (iv)

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

3.01 (a) (v)

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

3.01 (b)

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

3.01 (c)

All employees shall be given two (2) paid ten minute work breaks on each regular working day, evening or night shift or designated shift. The employer shall exercise his or her discretion as to when and where the breaks shall occur but every reasonable effort shall be made to schedule such breaks at the midway points between the commencement of the shift and the mid-shift meal

break and from the mid-shift meal break to quitting time. On days where a shift consisting of four hours is worked, only one ten (10) minute work break shall be given. *B-*

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. *37) C.D. 2*

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 *53*
2. Good Friday *080*

3. ~~Easter Monday~~ 8,
4. Victoria Day
5. Dominion Day C
6. Civic Holiday (if proclaimed in area where work has to be performed)
7. Thanksgiving Day
8. Christmas Day

3.03 (b)

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

3.03 (c)

378 Work will be performed on Labour Day only under conditions of extreme emergency, and will be paid for at **triple time**.

3.03 (d)

If local job conditions warrant in areas where it is not practical and/or economical for men 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 night shift of seven (7) hours for eight (8) hours pay 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. 25

3.05 (a)

When it is required to operate three (3) shifts in twenty-four (24) hours, the following times and rates shall apply:

Shift 1: 7:30 AM to 5:00 PM as per regular work day in Clause 3.01 (a) (i). 44/500001

Shift 2: 5:00 PM to 1:00 AM with one hour for lunch; 7 hours work for 8 hours pay.

Shift 3: 1:00 AM to 8:00 AM with one hour for lunch; 6 hours work for 8 hours pay.

3.05 (b)

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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, 46/c

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) An employee found misusing company tools may be held responsible.
- (iv) Responsibility for normal wear and tear of tools supplied by the employer is accepted by the employer on return of broken or worn tools.

(v) 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. shoes | 16. rubber gloves |
17. block insulation springs or bands
18. two (2) pointing trowels (one large and one small)
19. two (2) pairs Metal Master cutters (one left and one right)
20. Phillips, Robertson and Slot screwdrivers (various sizes)

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

3.07 (b)

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

3.07 (c)

The employer may require employees to sign out company supplied tools, on a daily basis. Employees are responsible for the proper use of them and should return them in acceptable condition, subject to normal wear.

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.

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ARTICLE 4
Jurisdiction

4.01

No employee 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 of 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.

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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 arbitratable 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 a 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 proceedings 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 days (**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 preceeding the filing of the application under Section 126.

6.05

Notwithstanding the foregoing, the ninety (90) day time limit for claiming damages for monetary adjustment in continuing grievance matters set out in paragraph 6.04 will not apply to continuing grievances claiming recovery of Wages, as detailed in Article 9; Living Allowance and Travelling Expenses, as detailed in Article 10; any amount under the Benefit Fund Agreement, detailed in Article 15; or any amount under the Living Allowance Trust Fund, as detailed in Article 16; nor will it apply to any grievance involving an allegation that an employer has failed to employ in accordance with this Collective Agreement; provided that:

- (1) The Union must have filed the Application referring the continuing grievance matter to the Board under Section 126 within ninety (90) days of the time it first became aware or ought to have become aware of the facts or circumstances it alleges give rise to the violation of the collective Agreement;
and
- (2) The grievance matter must not in any way relate to or involve the definition of work as maintenance or construction or the distinction between maintenance work and construction work.

ARTICLE 7

Stewards

7.01 (a)

It shall be the right of the Union Business Manager to appoint a Steward for each job from the employer's personnel on the job site.

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. ^{2.6}
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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.

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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'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 functions for an employer, or who has an ownership or other financial interest in an employer, shall work with the tools or perform any work of the application of insulation within the scope of this Agreement.

8.03

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

8.04 (a)

From the time an employee accepts employment with an employer, he or she shall proceed to the job and execute the work in a faithful and workman-like 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 (2) working days notice to the employer and the Union before leaving an incomplete project. Any employee failing to comply with this requirement shall not be entitled to return fare from a project. Likewise, any employee who is discharged for just cause shall not be entitled to return fare.

8.04 (b)

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

8.04 (c)

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

8.04 (d)

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

ARTICLE 9
Wages and Classifications

9.01 (a)

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

9.01 (b)

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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, I, J, K, and L** 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 — \$.25 per hr.

Mechanics (foreperson) in charge plus

9 employees — \$1.50 per hr.

Mechanics (foreperson) in charge plus

100 employees — \$3.00 per hr. (now \$3.00)

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, E, F, G, H, I, J, K, and L.

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 employer 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 ~~twenty cents (20c)~~ ⁵² per hour over the rate of pay, and over one hundred (100) feet shall receive a premium of fifty cents (50c) 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 Travelling Expenses

10.01

Living Allowance and Travelling 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 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) First year apprentices and first year 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) Travellers 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 Travelling Expenses, the term “Listed Municipality” shall refer to the following:

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

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 five (5) miles radius and ten (10) miles radius of the City Hall of the Listed Municipality of Toronto.

(1) There shall be a **Downtown Toronto Travel Expense Zone** from the city hall of the Listed Municipality of Toronto and a radius of five miles.

(ii) (2) Travel expenses will be:
Effective: July 7, 1992
\$2.60 per working day.
Effective: May 1, 1993
\$2.80 per working day.
Effective: May 1, 1994
\$3.00 per working day.

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 Avenue (from the MacDonald Cartier Bridge).
 - Southern boundary:
Somerset Street.
 - Western boundary:
Bronson Avenue (from the Portage Bridge).
- (ii) (2) Travel expenses will be:
 - Effective: July 7, 1992
\$2.60 per working day.
 - Effective: May 1, 1993
\$2.80 per working day.
 - Effective: May 1, 1994
\$3.00 per working day.

10.04 (a) (i) EFFECTIVE FROM JULY 7, 1992:

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: **\$5.90** per working day.

Travel Expense Zone 2:

Between fifteen (15) and twenty (20) miles radius; Travel Expenses: **\$8.10** per working day.

Travel Expense Zone 3:

Between twenty (20) and twenty-five (25) miles radius; Travel Expenses: **\$10.30** per working day.

Travel Expense Zone 4:

Between twenty-five (25) and thirty (30) miles radius; Travel Expenses: **\$11.40** per working day.

Travel Expense Zone 5:

Between thirty (30) and thirty-five (35) miles radius; Travel Expenses: **\$13.00** per working day.

Travel Expense Zone 6:

Between thirty-five (35) and forty (40) miles radius; Travel Expenses: **\$14.10** per working day.

Travel Expense Zone 7:

Between forty (40) and forty-five (45) miles radius;
Travel Expenses: **\$15.20** per working day.

Travel Expense Zone 8:

Between forty-five (45) and fifty (50) miles radius;
Travel Expenses: **\$16.30** per working day.

Travel Expense Zone 9:

Over fifty (50) miles radius and the eligible person returns home daily; Daily Travel Expenses: **\$23.00** per working day.

10.04 (a) (ii) EFFECTIVE FROM MAY 1, 1993:

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: **\$6.10** per working day.

Travel Expense Zone 2:

Between fifteen (15) and twenty (20) miles radius;
Travel Expenses: **\$8.30** per working day.

Travel Expense Zone 3:

Between twenty (20) and twenty-five (25) miles radius; Travel Expenses: **\$10.60** per working day.

Travel Expense Zone 4:

Between twenty-five (25) and thirty (30) miles radius; Travel Expenses: **\$11.70** per **working day**.

Travel Expense Zone 5:

Between thirty (30) and thirty-five (35) miles radius; Travel Expenses: **\$13.30** per working day.

Travel Expense Zone 6:

Between thirty-five (35) and forty (40) miles radius; Travel Expenses: **\$14.40** per working day.

Travel Expense Zone 7:

Between forty (40) and forty-five (45) miles radius; Travel Expenses: **\$15.60** per working day.

Travel Expense Zone 8:

Between forty-five (45) and fifty (50) miles radius; Travel Expenses: **\$16.70** per working day.

Travel Expense Zone 9:

Over fifty (50) miles radius and the eligible person returns home daily; Daily Travel Expenses: **\$23.50** per working day.

10.04 (a) (iii) EFFECTIVE FROM MAY 1, 1994:

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: **\$6.30** per working day.

Travel Expense Zone 2:

Between fifteen (15) and twenty (20) miles radius; Travel Expenses: **\$8.50** per working day.

Travel Expense Zone 3:

Between twenty (20) and twenty-five (25) miles radius; Travel Expenses: **\$10.90** per working day.

Travel Expense Zone 4:

Between twenty-five (25) and thirty (**30**) miles radius; Travel Expenses: **\$12.00** per working day.

Travel Expense Zone 5:

Between thirty (30) and thirty-five (35) miles radius; Travel Expenses: **\$13.60** per working day.

Travel Expense Zone 6:

Between thirty-five (35) and forty (**40**) miles radius; Travel Expenses: **\$14.70** per working day.

Travel Expense Zone 7:

Between forty (**40**) and forty-five (**45**) miles radius; Travel Expenses: **\$16.00** per working day.

Travel Expense Zone 8:

Between forty-five (**45**) and fifty (50) miles radius; Travel Expenses: **\$17.10** per working day.

Travel Expense Zone 9:

Over fifty (50) miles radius and the eligible person returns home daily: Daily Travel Expenses: \$24.00 per working day.

10.04 (b)

Re: Travel Expense Zone 9. Where an employee has been dispatched by the Union office to a jobsite 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 jobsite is located within a Listed Municipality other than the Listed Municipality of the employee, and the jobsite 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 jobsite.

10.04 (d) (iii)

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

10.04 (e) (i)

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

10.04 (e) (ii)

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

10.04 (e) (iii)

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

10.05 (a)

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

10.05 (b)

Effective July 7, 1993:

Sixty-two dollars (\$62.00) per day.

Effective May 1, 1993:

**Sixty-three dollars and fifty cents
(\$63.50) per day.**

Effective May 1, 1994:

Sixty-five dollars (\$65.00) per day.

10.05 (c)

Where the employee is employed at a jobsite 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 jobsite 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 (½) 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 from one jobsite location (project) to any other jobsite location (project) by the employer, within the Listed Municipality, for a maximum period of thirty days from the first date of employment, with the approval of the Union. Thereafter, if the employee is transferred, the employer shall be required to pay the daily living allowance.

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 this 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 10.8 (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 travelling 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 rate 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).

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 travelling fares and travelling 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:

10.16 (a)

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

10.16 (b)

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 (c)

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 the 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 (d)

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.

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

12.01

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.

14.04 (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:

Effective July 7, 1992:

Five dollars and forty-five cents (\$5.45).

Effective May 1, 1993:

Five dollars and seventy-two cents (\$5.72).

Effective July 4, 1993:

Six dollars and fifty-nine cents (\$6.59).

Effective May 1, 1994:

Six dollars and seventy-six cents (\$6.76).

Per hour for every hour worked by eligible employees of the employers and who are classified as first year apprentice after having completed the eight hundred (800) hour probationary period, second, third or fourth year apprentices or mechanics by the Union. The Union agrees that

each employer who is bound by this Collective Agreement adopting in substance but not necessarily the form of this Agreement shall be required to make this payment.

15.01 (b) (i)

That portion being:

Effective July 7, 1992:

Four dollars and fifty-five cents (\$4.55).

Effective May 1, 1993:

Four dollars and eighty cents (\$4.80).

Effective July 4, 1993:

Four dollars and eighty cents (\$4.80).

Effective May 1, 1994:

Four dollars and ninety-five cents (\$4.95).

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

15.01 (b) (ii)

The Union and the Association agree that funding for the *De Novo Treatment Centre* in the amount of **two cents (\$.02) per hour** worked, can be allocated from the Benefit Fund contribution by direction of the Union. It is understood that the allocation will be based on the availability of the treatment

facilities. When treatment facilities are available for individuals of a Listed Municipality, the Union will notify the administrator and the Association and the funding will be allocated from the benefit fund to the *De Novo Treatment Centre*, and payment of the funds will be made on a monthly basis.

15.01 (c) (i)

That portion being:

Effective July 7, 1992:

Sixty-five cents (65¢).

Effective May 1, 1993:

Sixty-seven cents (67¢).

Effective July 4, 1993:

One dollar and fifty-three cents (\$1.53).

Effective May 1, 1994:

One dollar and fifty-five cents (\$1.55).

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

15.01 (c) (ii)

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

15.01 (d) (i)

That portion being **fifteen cents (15¢)** [effective July 4, 1993: **Sixteen cents (\$.16)**] of the contribution of all employers that is paid to the Asbestos Workers Local 95 Benefit Fund under Clause 15.01 shall be the amount all employers shall pay to the Insulation Industry Development Fund. The Asbestos Workers Local 95 Benefit Fund shall pay the amount due to the Insulation Industry Development 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 IIDF funding can be changed by the Association.

15.01 (e)

That portion being **ten cents (\$.10)** of the contributions that are paid to the Asbestos Workers Local 95 Benefit Fund under Clause 15.01 (a) (being made up of a **five cent (\$.05)** contribution by the employer and a **five cent (\$.05)** deduction from employees, for each hour worked) shall be the amount all employers shall remit to the Joint Apprenticeship Committee. The Asbestos Workers Local 95 Benefit Fund shall pay this amount received to the Joint Apprenticeship Committee.

15.01 (f)

70) 8/14 76 72
 100 5 99

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

Effective July 7, 1992:

	PAID BY EMPLOYER	DEDUCT FROM EMPLOYEE	REMIT TO BENEFIT FUND
Union dues	\$.00	\$.65	\$.65
IIDF	.15	.00	.15
JAC	.05	.05	.10
Welfare	1.45	.00	1.45
Pension	3.10	.00	3.10
	<u>\$4.75</u>	<u>\$0.70</u>	<u>\$5.45</u>

Effective May 1, 1993:

	PAID BY EMPLOYER	DEDUCT FROM EMPLOYEE	REMIT TO BENEFIT FUND
Union dues	\$.00	\$.67	\$.67
IIDF	.15	.00	.15
JAC	.05	.05	.10
Welfare	1.60	.00	1.60
Pension	3.20	.00	3.20
	<u>\$5.00</u>	<u>\$0.72</u>	<u>\$5.72</u>

Effective July 4, 1993:

	PAID BY EMPLOYER	DEDUCT FROM EMPLOYEE	REMIT TO BENEFIT FUND
Union dues	\$.00	\$1.53	\$1.53
IIDF	.16	.00	.16
JAC	.05	.05	.10
Welfare	1.60	.00	1.60
Pension	3.20	.00	3.20
	<u>\$5.01</u>	<u>\$1.58</u>	<u>\$6.59</u>

Effective May 1, 1994:

	PAID BY EMPLOYER	DEDUCT FROM EMPLOYEE	REMIT TO BENEFIT FUND
Union dues	\$.00	\$1.55	\$1.55
IIDF	.16	.00	.16
JAC	.05	.05	.10
Welfare	1.60	.00	1.60
Pension	<u>3.35</u>	<u>.00</u>	<u>3.35</u>
	<u>\$5.16</u>	<u>\$1.60</u>	<u>\$6.76</u>

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

15.01 (g) (i)

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

15.01 (g) (ii)

It is understood and agreed that from and after January 1, 1980, Article 15.01(g) of this Agree-

ment 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, then 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 and shall not supply Union labour to 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 (i) 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 jointly 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

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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 95 Benefit Fund Trust* 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 Insulation Industry Development 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 cancelled thirty (30) days after leaving the employment of a signator 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 employees 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

Effective July 7, 1992:

Sixty-five cents (\$.65).

Effective May 1, 1993:

Sixty-seven cents (\$.67).

Effective July 4, 1993:

One dollar and fifty-three cents (\$1.53).

Effective May 1, 1994:

One dollar and fifty-five cents (\$1.55).

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 employers 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, 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 (5¢)** per hour from the employer and **five cents (5¢)** 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 (5¢)** 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 in 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 (i) 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
Management Rights

17.01

The Union agrees and acknowledges that the employer or the employer's authorized representative has the exclusive right to manage the business and to exercise such right without restriction except as hereinafter 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 supercede 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 **ten cents (\$.10)** 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 Conditional apprentice

Apprentice Asbestos remover

19.04 METHOD OF COMPARISON

No female-dominated job classes were identified, therefore, no comparisons where 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
Workplace Hazardous Materials
Information System (WHMIS)

20.01

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

20.02

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

20.03

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

ARTICLE 21
Asbestos Removal

21.01

The terms and conditions of the Construction 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' jobsites 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 jobsite 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 21.09 (b).

21.11

Asbestos Removers will be paid overtime wages at the rate of time and a half (1½) 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 (1½) 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 Insulation Industry Development Fund payments as specified in the Construction Agreement will apply.

ARTICLE 22
Unionized Insulation Industry
Development and Promotion Fund

22.01 (a)

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

22.01 (b)

The Fund will be initiated by a twenty-five thousand dollar (\$25,000) contribution from the Union and a twenty-five thousand dollar (\$25,000) contribution from the Association, within thirty (30) days of the ratification of the Settlement Agreement.

22.01 (c)

Additional funding may be provided by the Association, in the future, to continue the operation of The Fund. The Union will match all additional contributions made by the Association.

22.02

The Fund will be operated and administered by a board of six trustees composed of an equal number of Association and Union Trustees. Two trustees from each side will constitute a quorum until a Trust Agreement ~~has~~ been agreed to by the Union, the Association and the six trustees.

ARTICLE 23



Duration and Renewal of Agreement

23.01 (a)

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 packet as a result of any change made. The Association may veto the proposed change.

23.01 (b)

This Agreement shall become effective on the 7th day of July, 1992 and shall remain in full force and effect until the 30th day of April 1995 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, 1995 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 July, 1992.

The Master Insulators'
Association of
Ontario, Inc.

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

Signed by: *Jim Ferguson*

Signed by: *Brenda Ewing*

Signed by: *Joe de Wit*

Signed by: *Paddy McCabe*

SCHEDULE A

ZONE 1

CONSTRUCTION AGREEMENT WAGES AND BENEFITS

	PAID BY EMPLOYER						DEDUCT FROM EMPLOYEE		
	Base Rate	vacation & Statutory Holiday Pay	Benefit Fund	pension Fund	Living Allowance Fund	Apprenticeship fund	union Dues/ Working Assessment	Living Allowance Fund	Apprenticeship Fund
MECHANIC	\$25.15	\$2.52 (10%)	\$1.45	\$3.10	\$.25	\$.05	\$.65	\$.25	\$.05
APPRENTICES:									
Fourth Year	\$19.51	\$1.95 (10%)	\$1.45	\$3.10	\$.25	\$.05	\$.65	\$.25	\$.05
Third Year	16.70	1.67 (10%)	1.45	3.10	.25	.05	.65	.25	.05
Second Year	13.87	1.39 (10%)	1.45	3.10	.25	.05	.65	.25	.05
First Year	11.06	1.12 (10%)	1.45	3.10	-	.05	.65		.05
Probationary	12.07	.84 (7%)	-				.65		
Conditional	13.00	.91 (7%)	-				.65		
ASBESTOS REMOVERS:									
Probationary	\$ 9.52	\$.67 (7%)	-				\$.65		-
Level one	12.23	.86 (7%)	-				.65		-
Level two	13.92	.97 (7%)	-				.65		-
Level three	14.02	.98 (7%)	\$1.45	\$3.10	-		.65		-

- NOTES: (A) The Insulation Industry Development fund payment is fifteen cents (\$.15) per hour worked. EXCEPT FOR first year probationary apprentices and conditional apprentices. (see 15.01 (d) and (f)).
- (B) The Joint Apprenticeship Committee funding payment by all employers is five cents (\$.05) per hour worked. EXCEPT FOR first year probationary apprentices, conditional apprentices and asbestos removers. (see 15.01 (e) and (f)).
- (C) The Living Allowance fund funding payment by all employers is twenty-five cents (\$.25) per hour worked, EXCEPT FOR first year apprentices, first year probationary apprentices, conditional apprentices and asbestos removers. (see 16.02)

EFFECTIVE: JULY 7, 1992

APPENDIX C

FORM 3

CONSTRUCTION AGREEMENT WAGES AND BENEFITS

PAID BY EMPLOYER	DEDUCT FROM EMPLOYEE			
	Apprenticeship Fund	Living Allowance	Union dues/Working Assessment	Living Allowance Fund
Base Rate				
Vacation & Statutory				
Holiday Pay				
Benefit Fund				
Pension Fund				
Living Allowance Fund				
Apprenticeship Fund				

MECHANIC

APPRENTICES:

Fourth Year

Third Year

Second Year

First Year

Probationary

Conditional

ASBESTOS REMOVAL:

Probationary

Level one

Level two

Level three

NOTES:

(A)

The Insulation Industry Development Fund payment is fifteen cents (\$.15) per hour worked, EXCEPT FOR first year probationary apprentices and conditional apprentices. (See 15.01 (d) and (f)).

(B)

The Joint Apprenticeship Committee funding payment by all employers is five cents (\$.05) per hour worked, EXCEPT FOR first year probationary apprentices, conditional apprentices and asbestos removers. (See 15.01 (e) and (f)).

(C)

The Living Allowance Fund funding payment by all employers is twenty-five cents (\$.25) per hour worked, EXCEPT FOR first year apprentices, first year probationary apprentices, conditional apprentices and asbestos removers. (See 16.02)

REPEATED: JULY 7, 1992

SCHEDULE D

ZONE 1

CONSTRUCTION AGREEMENT WAGES AND BENEFITS

	PAID BY EMPLOYER						DEDUCT FROM EMPLOYEE		
	Base Rate	Vacation & statutory Holiday Pay	Benefit Fund	Pension Fund	Living Allowance Fund	Apprenticeship Fund	union Dues/ Working Assessment	Living Allowance fund	Apprenticeship Fund
MECHANIC	\$25.84	\$2.58 (101)	\$1.60	\$3.20	\$.25	\$.05	\$.67	\$.25	\$.05
APPRENTICES:									
Fourth Year	\$20.01	\$2.00 (101)	\$1.60	\$3.20	\$.25	\$.05	\$.67	\$.25	\$.05
Third Year	17.11	1.71 (101)	1.60	3.20	.25	.05	.67	.25	.05
Second Year	14.19	1.42 (10%)	1.60	3.20	.25	.05	.67	.25	.05
First Year	11.29	1.13 (10%)	1.60	3.20	-	.05	.67		.05
Probationary	12.53	.88 (71)	-				.67		
Conditional	13.50	.95 (71)	-				.67		
ASBESTOS REMOVERS:									
Probationary	\$ 9.77	\$.68 (7%)	-				\$.67		
Level one	12.53	.88 (7%)	-				.67		
Level two	14.27	1.00 (71)	-				.67		
Level three	14.42	1.01 (71)	\$1.60	\$3.20	-		.67		

- (A) The Insulation Industry Development Fund payment is fifteen cents (5.15) per hour worked, EXCEPT FOR first year probationary apprentices and conditional apprentices. (See 15.01 (d) and (f)).
- (B) The Joint Apprenticeship Committee funding payment by all employers is five cents (\$.05) per hour worked, EXCEPT first year probationary apprentices, conditional apprentices and asbestos removers. (see 15.01 (e) and (f)).
- (C) The Living Allowance fund funding payment by all employers is twenty-five cents (\$.25) per hour worked. first year apprentices. first year probationary apprentices, conditional apprentices and asbestos removers. (See 16.02)

EFFECTIVE: MAY 1, 1992

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SCHEDULE E
ZONE 2
CONSTRUCTION AGREEMENT WAGES AND BENEFITS

	PAID BY EMPLOYER						DEDUCT FROM EMPLOYEE		
	Base Rate	Vacation & Statutory Holiday Pay	Benefit Fund	Pension Fund	Living Allowance Fund	Apprenticeship Fund	union Dues/working Assessment	living Allowance Fund	Apprenticeship Fund
MECHANIC	\$25.21	\$2.52 (10%)	\$1.60	\$3.20	\$.25	\$.05	\$.67	\$.25	\$.05
APPRENTICES:									
Fourth Year	\$19.51	\$1.95 (10%)	\$1.60	\$3.20	\$.25	\$.05	\$.67	\$.25	\$.05
Third Year	16.66	1.67 (10%)	1.60	3.20	.25	.05	.67	.25	.05
Second Year	13.82	1.38 (10%)	1.60	3.20	.25	.05	.67	.25	.05
First Year	10.98	1.10 (10%)	1.60	3.20	-	.05	.67	-	.05
Probationary	12.22	.86 (7%)	-	-	-	-	.67	-	-
Conditional	13.50	.95 (7%)	-	-	-	-	.67	-	-
ASBESTOS REMOVERS:									
Probationary	\$ 9.77	\$.68 (7%)	-	-	-	-	\$.67	-	-
Level One	12.53	.88 (7%)	-	-	-	-	.67	-	-
Level Two	14.27	1.00 (7%)	-	-	-	-	.67	-	-
Level three	14.42	1.01 (7%)	\$1.60	\$3.20	-	-	.67	-	-

- NOTES:**
- (A) The Insulation Industry Development Fund payment is fifteen cents (\$.15) per hour worked, **EXCEPT FOR** first year probationary apprentices and conditional apprentices. (see 15.01 (d) and (f)).
 - (B) The Joint Apprenticeship Committee funding payment by all employers is five cents (\$.05) per hour worked. **EXCEPT FOR** first year probationary apprentices, conditional apprentices and asbestos removers. (see 15.01 (e) and (f)).
 - (C) The Living Allowance fund funding payment by all employers is twenty-five cents (\$.25) per hour worked, **EXCEPT FOR** first year apprentices, first year probationary apprentices, conditional apprentices and asbestos removers. (See 16.02)

EFFECTIVE: **MAY 1, 1993**

SCHEDULE F

SCHE 3

CONSTRUCTION AGREEMENT WAGES AND BENEFITS

	PAID BY EMPLOYER						DEDUCT FROM EMPLOYEE		
	Base Rate	Vacation & Statutory Holiday Pay	Benefit fund	Pension Fund	Living Allowance Fund	Apprenticeship Fund	union Dues/ Working Assessment	Living Allowance Fund	Apprenticeship Fund
MECHANIC	\$24.14	\$2.41 (10%)	\$1.60	\$3.20	\$.25	\$.05	\$.67	\$.25	\$.05
APPRENTICES:									
Fourth Year	\$18.65	\$1.87 (10%)	\$1.60	\$3.20	\$.25	\$.05	\$.67	\$.25	\$.05
Third Year	15.93	1.59 (10%)	1.60	3.20	.25	.05	.67	.25	.05
Second Year	13.17	1.32 (10%)	1.60	3.20	.25	.05	.67	.25	.05
First year	10.45	1.05 (10%)	1.60	3.20	-	.05	.67	-	.05
Probationary	11.61	.81 (7%)	-	-	-	-	.67	-	-
conditional	13.50	.95 (7%)	-	-	-	-	.67	-	-
ASBESTOS REMOVERS:									
Probationary	\$ 9.77	\$.68 (7%)	-	-	-	-	\$.67	-	-
level one	12.53	.88 (7%)	-	-	-	-	.67	-	-
level two	14.27	1.00 (7%)	-	-	-	-	.67	-	-
Level three	14.42	1.01 (7%)	\$1.60	\$3.20	-	-	.67	-	-

- NOTES:**
- (A) The Insulation Industry Development fund payment is fifteen cents (5.15) per hour worked. **EXCEPT FOR** first year probationary apprentices and conditional apprentices. (See 15.01 (d) and (f)).
 - (B) The Joint Apprenticeship Committee funding payment by all employers is five Cent6 (\$.05) per hour worked, **EXCEPT FOR** first year probationary apprentices, conditional apprentices and asbestos removers. (See 15.01 (e) and (f)).
 - (C) The Living Allowance fund funding payment by all employers is twenty-five cents (\$.25) per hour worked. **EXCEPT FOR** first year apprentices, first year probationary apprentices, conditional apprentices and asbestos removers. (See 16.02)

EFFECTIVE: MAY 1, 1993

SCHEDULE G

BOOK 1

CONSTRUCTION AGREEMENT WAGES AND BENEFITS

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	PAID BY EMPLOYEE						DEDUCT FROM EMPLOYEE		
	Base Rate	Vacation & Statutory Holiday Pay	Benefit Fund	Pension Fund	Living Allowance Fund	Apprenticeship Fund	union Dues/ Working Assessment	Living Allowance Fund	Apprenticeship Fund
MECHANIC	\$25.84	\$2.58 (10%)	\$1.60	\$3.20	\$.25	\$.05	\$1.53	\$.25	\$.05
APPRENTICES:									
Fourth Year	\$20.01	\$2.00 (10%)	\$1.60	\$3.20	\$.25	\$.05	\$1.53	\$.25	\$.05
Third Year	17.11	1.71 (10%)	1.60	3.20	.25	.05	1.53	.25	.05
Second Year	14.19	1.42 (10%)	1.60	3.20	.25	.05	1.53	.25	.05
First Year	11.29	1.13 (10%)	1.60	3.20	-	.05	1.53	-	.05
Probationary	12.53	.88 (7%)	-	-	-	-	1.53	-	-
Conditional	13.50	.95 (7%)	-	-	-	-	1.53	-	-
ASBESTOS REMOVERS:									
Probationary	\$ 9.77	\$.68 (7%)	-	-	-	-	\$.67	-	-
Level one	12.53	.88 (7%)	-	-	-	-	.67	-	-
Level two	14.27	1.00 (7%)	-	-	-	-	.67	-	-
Level three	14.42	1.01 (7%)	\$1.60	\$3.20	-	-	.67	-	-

- NOTES:**
- (A) The Insulation Industry Development Fund payment is sixteen cents (5.16) per hour worked, **EXCEPT FOR** first year probationary apprentices and conditional apprentices. (See 15.01 (d) and (f)).
 - (B) The Joint Apprenticeship Committee funding payment by all employers is five cents (\$.05) per hour worked, **EXCEPT FOR** first year probationary apprentices, conditional apprentices and asbestos removers. (See 15.01 (e) and (f)).
 - (C) The Living Allowance fund funding payment by all employers is twenty-five cents (\$.25) per hour worked, **EXCEPT FOR** first year apprentices, first year probationary apprentices, conditional apprentices and asbestos removers. (See 16.02)

EFFECTIVE: JULY 4, 1993

CHAPTER 8

SOME 2

CONSTRUCTION AGREEMENT WAGES AND BENEFITS

PAID BY EMPLOYER		UNION DUES/ WORKING ASSESSMENT FUND		APPRENTICE- SHIP FUND	
Base	\$25.21	\$1.53	\$1.53	\$1.53	\$1.53
Vacation & Scaffolding	\$2.52 (10%)				
Benefit	\$1.60				
Pension	\$3.20				
Living Allowance	\$0.25				
Apprentice-ship	\$0.05				
Holiday Pay					
Fund					
Fund					
Fund					

DEDUCT FROM EMPLOYER

Mechanics	\$25.21	\$1.53	\$1.53	\$1.53	\$1.53
Apprentices					
Fourth Year	\$19.51	\$1.95 (10%)	\$1.60	\$3.20	\$0.25
Third Year	16.66	1.67 (10%)	1.60	3.20	.05
Second Year	13.82	1.38 (10%)	1.60	3.20	.05
First Year	10.98	1.10 (10%)	1.60	3.20	.05
Probationary	12.22	.86 (7%)	-	-	-
Conditional	13.50	.95 (7%)	-	-	-
Asbestos Removers:					
Probationary	\$9.77	\$.68 (7%)	-	-	-
Level one	12.53	.88 (7%)	-	-	-
Level two	14.27	1.00 (7%)	-	-	-
Level three	14.42	1.01 (7%)	\$1.60	\$3.20	.67

MECHANICS

APPRENTICES

ASBESTOS REMOVERS:

NOTES:	(A)	The Insulation Industry Development Fund payment is sixteen cents (\$.16) per hour worked, EXCEPT FOR first year probationary apprentices and conditional apprentices. (See 15.01 (d) and (f)).
	(B)	The Joint Apprenticeship Committee funding payment by all employers is five cents (\$.05) per hour worked, EXCEPT FOR first year probationary apprentices, conditional apprentices and asbestos removers. (See 15.01 (e) and (f)).
	(C)	The Living Allowance fund payment by all employers is twenty-five cents (\$.25) per hour worked, EXCEPT FOR first year apprentices, first year probationary apprentices, conditional apprentices and asbestos removers. (See 16.02)

EFFECTIVE: JULY 4, 1993

SCHEDULE I
NOTE 3
CONSTRUCTION AGREEMENT WAGES AND

	PAID BY EMPLOYER						DEDUCT FROM EMPLOYEE		
	Base Rate	Vacation & Statutory Holiday Pay	Benefit Fund	Pension Fund	Living Allowance Fund	Apprenticeship Fund	Union Dues/ Working Assessment	Living Allowance Fund	Apprenticeship Fund
MECHANIC	\$24.14	\$2.41 (10%)	\$1.60	\$3.20	\$.25	\$.05	\$1.53	\$.25	\$.05
APPRENTICES:									
Fourth Year	\$18.65	\$1.87 (10%)	\$1.60	\$3.20	\$.25	\$.05	\$1.53	\$.25	\$.05
Third Year	15.93	1.59 (10%)	1.60	3.20	.25	.05	1.53	.25	.05
Second Year	13.17	1.32 (10%)	1.60	3.20	.25	.05	1.53	.25	.05
First Year	10.45	1.05 (10%)	1.60	3.20	-	.05	1.53	-	.05
Probationary	11.61	.81 (7%)	-	-	-	-	1.53	-	-
Conditional	13.50	.95 (7%)	-	-	-	-	1.53	-	-
ASBESTOS REMOVERS:									
Probationary	\$ 9.77	\$.68 (7%)	-	-	-	-	\$.67	-	-
Level one	12.53	.88 (7%)	-	-	-	-	.67	-	-
Level two	14.27	1.00 (7%)	-	-	-	-	.67	-	-
Level three	14.42	1.01 (7%)	\$1.60	\$3.20	-	-	.67	-	-

- NOTES:**
- (A) The Insulation Industry Development Fund payment is sixteen cents (\$.16) per hour worked, EXCEPT FOR first year probationary apprentices and conditional apprentices. (See 15.01 (d) and (f)).
 - (B) The Joint Apprenticeship Committee funding payment by all employers is five cents (\$.05) per hour worked. EXCEPT FOR first year probationary apprentices, conditional apprentices and asbestos removers. (see 15.01 (e) and (f)).
 - (C) The Living Allowance fund funding payment by all employers is twenty-five Cents (\$.25) per hour worked, EXCEPT FOR first year apprentices, first year probationary apprentices, conditional apprentices and asbestos removers. (See 16.02)

EFFECTIVE: JULY 4, 1993

SCHEDULE J

ZONE 1

	PAID BY EMPLOYER						DEDUCT FROM EMPLO *		
	Base Rate	Vacation & Statutory Holiday Pay	Benefit Fund	Pension Fund	Living Allowance Fund	Apprenticeship Fund	Union Dues/Harking Assessment	Living Allowance Fund	Apprenticeship Fund
MECHANIC	\$26.88	\$2.69 (10%)	\$1.60	\$3.35	\$.25	\$.05	\$ 1.55	\$.25	\$.05
APPRENTICES:									
Fourth Year	\$20.82	\$2.08 (10%)	\$1.60	\$3.35	\$.25	\$.05	\$ 1.55	\$.25	\$.05
Third Year	17.90	1.78 (10%)	1.60	3.35	.25	.05	1.55	.25	.05
Second Year	14.76	1.48 (10%)	1.60	3.35	.25	.05	1.55	.25	.05
First Year	11.74	1.18 (10%)	1.60	3.35		.05	1.55		.05
Probationary	13.14	.92 (7%)	-				1.55		
Conditional	14.00	.98 (7%)	-				1.55		
ASBESTOS REMOVERS:									
Probationary	\$10.02	\$.70 (7%)	-		-	-	\$.69		
Level one	12.83	.90 (7%)	-		-	-	.69		
Level two	14.62	1.02 (7%)	-		-	-	.69		
Level three	14.82	1.04 (7%)	\$1.60	\$3.35	-	-	.69		

- NOTES:**
- (A) The Insulation Industry Development Fund payment is fifteen cents (5.15) per hour worked. **EXCEPT FOR** first year **probationary** apprentices and conditional apprentices. (See 15.01 (d) and (f)).
 - (B) The Joint Apprenticeship Committee funding payment by all employers is five cents (\$.05) per hour worked, **EXCEPT FOR** first year probationary apprentices, conditional apprentices and asbestos removers. (see 15.01 (e) and (f)).
 - (C) The Living Allowance fund funding payment by all employers is twenty-five cents (\$.25) per hour worked, **EXCEPT FOR** first year apprentices, first year probationary apprentices, conditional apprentices and asbestos removers. (See 16.02)

EFFECTIVE: MAY 1, 1994

SCHEDULE K

ZONE 2

CONSTRUCTION AGREEMENT WAGES AND BENEFITS

	PAID BY EMPLOYER						DEDUCT FROM EMPLOYEE		
	Base Rate	Vacation & Statutory Holiday Pay	Benefit Fund	Pension Fund	Living Allowance Fund	Apprenticeship Fund	Union Dues/Working Assessment	Living Allowance Fund	Apprenticeship Fund
MECHANIC	\$26.25	\$2.63 (10%)	\$1.60	\$3.35	\$.25	\$.05	\$ 1.55	\$.25	\$.05
APPRENTICES:									
Fourth Year	\$20.32	\$2.03 (10%)	\$1.60	\$3.35	\$.25	\$.05	\$ 1.55	\$.25	\$.05
Third Year	17.35	1.74 (10%)	1.60	3.35	.25	.05	1.55	.25	.05
Second Year	14.39	1.44 (10%)	1.60	3.35	.25	.05	1.55	.25	.05
First Year	11.44	1.14 (10%)	1.60	3.35	-	.05	1.55		.05
Probationary	11.80	.90 (7%)	-				1.55		
Conditional							1.55		
ASBESTOS REMOVERS:									
Probationary	\$10.02	\$.70 (7%)	-				\$.69		
Level one	12.83	.90 (7%)	-				.69		
Level two	14.62	1.02 (7%)	-				.69		
Level three	14.82	1.04 (7%)	\$1.60	\$3.35	-		.69		

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- NOTES:**
- (A) The Insulation Industry Development Fund payment is fifteen cents (\$.15) per hour worked, **EXCEPT FOR** first year probationary apprentices and conditional apprentices. (see 15.01 (d) and (f)).
 - (B) The Joint Apprenticeship Committee funding payment by all employers is five cents (\$.05) per hour worked. **EXCEPT FOR** first year probationary apprentices, conditional apprentices and asbestos removers. (See 15.01 (e) and (f)).
 - (C) The Living Allowance fund funding payment by all employers is twenty-five cents (\$.25) per hour worked, **EXCEPT FOR** first year apprentices, first year probationary apprentices, conditional apprentices and asbestos removers. (See 16.02)

EFFECTIVE: MAY 1, 1994

SCHEDULE L

ROW 1

CONSTRUCT

	PAID BY EMPLOYER						DEDUCT FROM EMPLOYEE		
	Base Rate	Vacation & Statutory Holiday Pay	Benefit Fund	Pension Fund	Living Allowance Fund	Apprenticeship Fund	Union Dues/ Working Assessment	Living Allowance Fund	Apprenticeship Fund
MECHANIC	\$25.18	\$2.52 (10%)	\$1.60	\$3.35	\$.25	\$.05	\$1.55	\$.25	\$.05
APPRENTICES:									
Fourth Year	\$19.46	\$1.95 (10%)	\$1.60	\$3.35	\$.25	\$.05	\$1.55	\$.25	\$.05
Third Year	16.62	1.66 (10%)	1.60	3.35	.25	.05	1.55	.25	.05
Second Year	13.75	1.38 (10%)	1.60	3.35	.25	.05	1.55	.25	.05
First Year	10.91	1.09 (10%)	1.60	3.35	-	.05	1.55	-	.05
Probationary	12.21	.86 (7%)	-	-	-	-	1.55	-	-
Conditional	14.00	.98 (7%)	-	-	-	-	1.55	-	-
ASBESTOS REMOVERS:									
Probationary	\$10.02	\$.70 (7%)	-	-	-	-	\$.69	-	-
Level one	12.83	.90 (7%)	-	-	-	-	.69	-	-
Level two	14.62	1.02 (7%)	-	-	-	-	.69	-	-
Level three	14.82	1.04 (7%)	\$1.60	\$3.35	-	-	.69	-	-

- NOTES:**
- (A) The Insulation Industry Development Fund payment is sixteen cents (\$.16) per hour worked. **EXCEPT FOR** first year probationary apprentices and conditional apprentices. (See 15.01 (d) and (f)).
 - (B) The Joint Apprenticeship Committee funding payment by all employers is five cents (\$.05) per hour worked, **EXCEPT FOR** first year probationary apprentices, conditional apprentices and asbestos removers. (See 15.01 (e) and (f)).
 - (C) The Living Allowance fund funding payment by all employers is twenty-five cents (\$.25) per hour worked, **EXCEPT FOR** first year apprentices, first year probationary apprentices, conditional apprentices and asbestos removers. (See 16.02)

EFFECTIVE: MAY 1, 1994

SCHEDULE Y

The following companies are Active Members of
The Master Insulators' Association of Ontario Inc.
as of July 7, **1992**:

COMPANY NAME	REPRESENTATIVE
Almac Insulation Co. Ltd. ✓	Rick MacKendrick
Alpine Insulation Ltd. ✓	Ray St. Amand
Applied Insulation Co. Ltd. ✓	Dennis Quesnel
B & D Insulation Ltd. ✓	Jim Barnes
Blandford Industrial Insulation A Division of 601758 ✓	
Ontario Limited	Bob Blandford
Commercial & Industrial Insulations (1983) Limited ✓	Jim Wieringa
Copper Cliff Insulation Ltd. ✓	Helmut Schollmaier
Crossby Insulations (London) Ltd. ✓	John Crosby
Custom Insulation Systems ✓	Joe Fabing
Dewar Insulations Inc.	Noel Allen
Falric Insulation Limited ✓	Frank Falconi
Felix Patry Insulation Ltd. ✓	Felix Patry
Four Jewel Insulation Limited ✓	Howard McLaren
Glencoe Insulation Co. Limited ✓	Brenda Ewing
Guaranteed Insulation 77 Limited ✓	Tom Kirton Jr.
Hammond Mechanical Insulation Ltd. ✓	Ted Hammond
J. Hill Insulation Limited ✓	Jake Hill

Industrial Commercial Insulation & Contracting (Sault) Ltd.	✓	Lloyd Frost
Inscan Contractors (Ontario) Inc.	✓	Dan Millington
Insulcana Contracting Ltd.	✓	Pat Desmarais
Interprovincial Insulation Inc.	✓	Adrian Nearing
KLT Insulation Incorporated	✓	Dave Swankie
Lakehead Insulation Contracting (1981) Ltd.	✓	Bill Siemens
Lang Insulations	✓	Karen Lang
Laurentian Insulations 1982 Limited	✓	Paul Seelig
Lewis Insul-Metal Systems Inc.	✓	Ross Lewis
McGowan Insulation	✓	Michael McGowan
Misco Insulation Company Limited	✓	Ken LaBelle
Oblender Insulation Inc.	✓	Bill Oblender
Pro Insul Limited	✓	Jim Ferguson
St. Lawrence Insulation Co. Limited	✓	Don Williamson
Thermec Insulations Services Ltd.	✓	Dave Pullyblank
Thunder Bay Insulations Limited	✓	Mike Kohanski
T-Mac Insulation Ltd.	✓	Tom McAleese
Tornado Insulation Ltd.	✓	Guy Belisle
Vanos Insulations Ltd.	✓	John Vanos
White & Greer Company Limited	✓	Dave Thomas
Wise Insulation Ltd.	✓	Joy Wise

MAINTENANCE AGREEMENT

BETWEEN

THE MASTER INSULATORS
ASSOCIATION
OF ONTARIO INC.

— AND—

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



EFFECTIVE: July 7, 1992
to APRIL 30, 1995



**MAINTENANCE AGREEMENT
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PREAMBLE

THIS AGREEMENT made as of the 7th day of July, 1992 by **and between:**

THE MASTER INSULATORS^y
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 July 7, 1992 and herein after referred to as Construction Agreement and whereas clause 1.02(a) of such agreement permits work to be performed under a Maintenance Agreement and whereas the parties have agreed to the terms of a Maintenance Agreement.

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

NOW THEREFORE, THIS AGREEMENT
WITNESSETH:

ARTICLE 1

Definition of Maintenance Work

1.01

Definition of maintenance work:

- (a) Maintenance shall be work performed for the repair, renovation, revamp and upkeep of property, machinery and equipment within the limits of the plant property.
- (b) All work performed by the employer on existing equipment and machinery, including all associated work in a given plant, shall be maintenance. This shall include replacement of existing individual items of machinery and equipment with new units, including all associated work. It is understood that this concept would not include replacement of an entire process system installation in a plant in order to increase production.
- (c) Addition of spare machinery or equipment may be done under maintenance agreement provided it is for debottle-necking purpose. Example: There are two existing pumps. Both pumps are required to run at all times to maintain full production. A spare may be added for the purpose of having one pump down for maintenance.
- (d) Changes to existing units for reasons 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 to 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, U, V, W, and X.**
- (b) Vacation pay and statutory holiday pay percentages shall be the same as in the construction agreement. (See Paragraphs 9.05 (a) and 9.05 (b) (ii).
- (c) Deductions from employees and contributions by employers shall be the same as Articles 15 and 16 of the annexed construction agreement.
- (d) The standard work week shall be forty **(40)** hours; five (5) days at eight (8) hours per day, excluding holidays.

2.02 (a)

Clause 10.04 does not apply.

2.02 (b) Travel Expense Zone:

Between thirty **(30)** miles radius and fifty (50) miles radius; travel expenses: **\$10.00** per working day.

2.02 (c)

When an employee is employed at a jobsite ~~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	Conditional Apprentice
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 day of July, 1992 and shall remain in full force and effect until the 30th day of April 1995 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, 1995 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 July, 1992.

The Master Insulators'
Association of
Ontario, Inc.

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

Signed by: *Jim Ferguson*

Signed by: *Brenda Ewing*

Signed by: *Joe de Wit*

Signed by: *Paddy McCabe*

SCHEDULE B

PAGE 1

PAID BY EMPLOYER				Deduct From Employee			
Base Rate	Vacation & Statutory Pay	Benefit Fund	Pension Fund	Apprentice Living Allowance Fund	Union Dues/Working Assessment Fund	Living Allowance Fund	Apprentice-ship Fund
\$22.69	\$2.27 (10%)	\$1.45	\$3.10	\$1.25	\$0.65	\$0.25	\$0.05

MECHANIC

Fourth Year	\$17.60	\$1.76 (10%)	\$1.45	\$3.10	\$1.25	\$0.65	\$0.05
Third Year	15.06	1.51 (10%)	1.45	3.10	.25	.65	.05
Second Year	12.51	1.25 (10%)	1.45	3.10	.05	.65	.05
First Year	10.87	1.08 (10%)	1.45	3.10	-.05	.65	.05
Conditionally	10.89	.76 (7%)	-	-	-	.65	.05
Conditional	13.00	.91 (7%)	-	-	-	.65	.05

NOTES:

- (A) The Insulation Industry Development Fund payment is fifteen cents (\$.15) per hour worked, EXCEPT FOR first year probationary apprentices and conditional apprentices. (See 15.01 (d) and (f)).
- (B) The Joint Apprenticeship Committee funding payment by all employers is five cents (\$.05) per hour worked, EXCEPT FOR first year probationary apprentices, conditional apprentices and asbestos removers. (See 15.01 (e) and (f)).
- (C) The Living Allowance Fund funding payment by all employers is twenty-five cents (\$.25) per hour worked, EXCEPT FOR first year apprentices, first year probationary apprentices, conditional apprentices and asbestos removers. (See 16.02)

EFFECTIONS: JULY 7, 1992

SCHEDULE M

FORM 2

MAINTENANCE AGREEMENT WAGES AND BENEFITS

	PAID BY EMPLOYER						DEDUCT FROM EMPLOYEE		
	Base Rate	Vacation & Statutory Holiday Pay	Benefit Fund	Pension Fund	Living Allowance Fund	Apprenticeship Fund	Union Dues/Working Assessment	Living Allowance Fund	Apprenticeship Fund
MECHANIC	\$22.13	\$2.21 (10%)	\$1.45	\$3.10	\$.25	\$.05	\$.65	\$.25	\$.05
APPRENTICES:									
Fourth Year	\$17.15	\$1.72 (10%)	\$1.45	\$3.10	\$.25	\$.05	\$.65	\$.25	\$.05
Third Year	14.66	1.47 (10%)	1.45	3.10	.25	.05	.65	.25	.05
Second Year	12.17	1.22 (10%)	1.45	3.10	.25	.05	.65	.25	.05
First Year	9.70	.97 (10%)	1.45	3.10	-	.05	.65	.25	.05
Probationary	10.63	.74 (7%)	-	-	-	-	.65	-	-
Conditional	13.00	.91 (7%)	-	-	-	-	.65	-	-

- NOTES:**
- (A) The Insulation Industry Development Fund payment is fifteen cents (\$.15) per hour worked, **EXCEPT FOR** first year probationary apprentices and conditional apprentices. (see 15.01 (d) and (f)).
 - (B) The Joint Apprenticeship Committee funding payment by all employers is five cents (\$.05) per hour worked. **EXCEPT FOR** first Year probationary apprentices, conditional apprentices and asbestos removers. (see 15.01 (e) and (f)).
 - (C) The Living Allowance fund funding payment by all employers is twenty-five cents (\$.25) per hour worked. **EXCEPT FOR** first year apprentices, first Year probationary apprentices, conditional apprentices and asbestos removers. (See 16.02)

EFFECTIVE: JULY 7, 1992

SCHEDULE O

SCHE 3

MAINTENANCE AGREEMENT WAGES AND BENEFITS

	PAID BY EMPLOYER						DEDUCT FROM EMPLOYEE		
	Base Rate	Vacation & Statutory Holiday Pay	Benefit Fund	Pension Fund	Living Allowance Fund	Apprenticeship Fund	Union Dues/Working Assessment	Living Allowance Fund	Apprenticeship Fund
MECHANIC	\$21.15	\$2.12 (10%)	\$1.45	\$3.10	\$.25	\$.05	\$.65	\$.25	\$.05
APPRENTICES:									
Fourth Year	\$18.00	\$1.80 (10%)	\$1.45	\$3.10	\$.25	\$.05	\$.65	\$.25	\$.05
Third Year	17.60	1.76 (10%)	1.45	3.10	.25	.05	.65	.25	.05
Second Year	11.60	1.16 (10%)	1.45	3.10	.25	.05	.65	.25	.05
First Year	9.21	.92 (10%)	1.45	3.10	-	.05	.65	.25	.05
Probationary	10.07	.70 (7%)	-	-	-	-	.65	.65	-
conditional	13.00	.91 (7%)	-	-	-	-	.65	.65	-

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- NOTES:**
- (A) The Insulation Industry Development Fund payment is fifteen cents (\$.15) per hour worked, **EXCEPT FOR** first year probationary apprentices and conditional apprentices. (See 15.01 (d) and (f)).
 - (B) The Joint Apprenticeship Committee funding payment by all employers is five cents (\$.05) per hour worked. **EXCEPT FOR** first year probationary apprentices, conditional apprentices and asbestos removers. (See 15.01 (e) and (f)).
 - (C) The Living Allowance fund funding payment by all employers is twenty-five cents (\$.25) per hour worked, **EXCEPT FOR** first year apprentices, first year probationary apprentices, conditional apprentice- and asbestos removers. (see 16.02)

EFFECTIVE: JULY 7, 1992

SCHEDULE P

SCALE 1

MAINTENANCE AGREEMENT WAGES AND BENEFITS

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	PAID BY EMPLO						DEDUCT FROM EMPLOYEE		
	Base Rate	Vacation & Statutory Holiday Pay	Benefit fund	Pension fund	Living Allowance Fund	Apprenticeship fund	Union Dues/ Working Assessment	Living Allowance fund	Apprenticeship Fund
MECHANIC	\$24.29	\$2.43 (10%)	\$1.60	\$3.20	\$.25	\$.05	\$.67	\$.25	\$.05
APPRENTICES:									
Fourth Year	\$18.54	\$1.85 (10%)	\$1.60	\$3.20	\$.25	\$.05	\$.67	\$.25	\$.05
Third Year	15.85	1.59 (10%)	1.60	3.20	.25	.05	.67	.25	.05
Second Year	13.15	1.32 (10%)	1.60	3.20	.25	.05	.67	.25	.05
First Year	10.47	1.05 (10%)	1.60	3.20	-	.05	.67	-	.05
Probationary	11.64	.81 (7%)	-	-	-	-	.67	-	-
conditional	13.50	.95 (7%)	-	-	-	-	.67	-	-

- NOTES:**
- (A) The Insulation Industry Development fund payment is fifteen cents (\$.15) per hour worked, EXCEPT FOR first year probationary apprentices and conditional apprentices. (see 15.01 (d) and (f)).
 - (B) Joint Apprenticeship Committee funding payment by all employers is five cents (\$.05) per hour worked, EXCEPT first year probationary apprentices. Conditional apprentices and asbestos removers. (See 15.01 (e) and (f)).
 - (C) The Living Allowance fund funding payment by all employers is twenty-five cents (\$.25) per hour worked, EXCEPT FOR first year apprentices, first year probationary apprentices, conditional apprentices and asbestos removers. (See 16.02)

EFFECTIVE: MAY 1, 1993

SCHEDULE Q

SCORE 2

	PAID BY EMPLOYER						DEDUCT FROM EMPLOYEE		
	Base Rate	Vacation & Statutory Holiday Pay	Benefit Fund	Pension Fund	Living Allowance Fund	Apprenticeship Fund	Union Dues/Working Assessment	Living Allowance Fund	Apprenticeship Fund
MECHANIC	\$23.69	\$2.37 (10%)	\$1.60	\$3.20	\$.25	\$.05	\$.67	\$.25	\$.05
APPRENTICES:									
fourth Year	\$18.06	\$1.81 (10%)	\$1.60	\$3.20	\$.25	\$.05	\$.67	\$.25	\$.05
Third Year	15.43	1.54 (10%)	1.60	3.20	.25	.05	.67	.25	.05
Second Year	12.80	1.28 (10%)	1.60	3.20	.25	.05	.67	.25	.05
First Year	10.18	1.02 (10%)	1.60	3.20	-	.05	.67	-	.05
Probationary	11.36	.80 (7%)	-	-	-	-	.67	-	-
Conditional	13.50	.95 (7%)	-	-	-	-	.67	-	-

02

- NOTES:**
- (A) The Insulation Industry Development Fund payment is fifteen cents (5.15) per hour worked, **EXCEPT FOR** first year probationary apprentices and conditional apprentices. (See 15.01 (d) and (f)).
 - (B) The Joint Apprenticeship Committee funding payment by all employers is five cents (\$.05) per hour worked, **EXCEPT FOR** first year probationary apprentices, conditional apprentices and asbestos removers. (See 15.01 (e) and (i)).
 - (C) The Living Allowance fund funding payment by all employers is twenty-five cents (\$.25) per hour worked. **EXCEPT FOR** first year apprentices, first year probationary apprentices, conditional apprentices and asbestos removers. (See 16.02)

EFFECTIVE: MAY 1, 1993

SCHEDULE R

SCHEM 3

MAINTENANCE AGREEMENT WAGES AND BENEFITS

	PAID BY EMPLOYER						DEDUCT FROM EMPLOYEE		
	Base Rate	Vacation & Statutory Holiday Pay	Benefit Fund	Pension Fund	Living Allowance Fund	Apprenticeship Fund	Union Dues/Working Assessment	Living Allowance Fund	Apprenticeship Fund
MECHANIC	\$22.67	\$2.27 (10%)	\$1.60	\$3.20	\$.25	\$.05	\$.67	\$.25	\$.05
APPRENTICES:									
Fourth Year	\$17.25	\$1.73 (10%)	\$1.60	\$3.20	\$.25	\$.05	\$.67	\$.25	\$.05
Third Year	14.74	1.47 (10%)	1.60	3.20	.25	.05	.67	.25	.05
Second Year	12.20	1.22 (10%)	1.60	3.20	.25	.05	.67	.25	.05
First Year	9.67	.97 (10%)	1.60	3.20	-	.05	.67		.05
Probationary	10.78	.75 (7%)	-				.67		
Conditional	13.50	.95 (7%)	-				.67		

123

- NOTES:**
- (A) The Insulation Industry Development Fund payment is fifteen cents (5.15) per hour worked, **EXCEPT FOR** first year probationary apprentices and conditional apprentices. (See 15.01 (d) and (f)).
 - (B) The Joint Apprenticeship Committee funding Payment by all employers is five cents (\$.05) per hour worked, **EXCEPT FOR** first year probationary apprentices, conditional apprentices and asbestos removers. (see 15.01 (e) and (f)).
 - (C) The Living Allowance fund funding payment by all employers is twenty-five cents (1.25) per hour worked, **EXCEPT FOR** first year apprentices, first year probationary apprentices, conditional apprentices and asbestos removers. (See 16.02)

EFFECTIVE: MAY 1, 1993

SCHEDULE G

BOOK 1

MAINTENANCE AGREEMENT WAGES AND BENEFITS

	PAID BY EMPLOYER						DEDUCT FROM EMPLOYEE		
	Base Rate	Vacation & Holiday	Benefit Fund	Pension Fund	Living Allowance	Apprenticeship Fund	Union Dues/Working Assessment	Living Allowance Fund	Apprenticeship Fund
MECHANIC	\$24.29	\$2.43 (10%)	\$1.60	\$3.20	\$.25	\$.05	\$1.53	\$.25	\$.05
APPRENTICES:									
Fourth Year	\$18.54	\$1.85 (10%)	\$1.60	\$3.20	\$.25	\$.05	\$1.53	\$.25	\$.05
Third Year	15.85	1.59 (10%)	1.60	3.20	.25	.05	1.53	.25	.05
Second Year	13.15	1.32 (10%)	1.60	3.20	.25	.05	1.53	.25	.05
First Year	10.47	1.05 (10%)	1.60	3.20	-	.05	1.53	-	.05
Probationary	11.64	.81 (7%)	-	-	-	-	1.53	-	-
Conditional	13.50	.95 (7%)	-	-	-	-	1.53	-	-

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- NOTE:**
- (A) The Insulation Industry Development Fund payment is sixteen cents (\$.16) per hour worked, **EXCEPT FOR** first year probationary apprentices and conditional apprentices. (See 15.01 (d) and (f)).
 - (B) The Joint Apprenticeship Committee funding payment by all employers is five cents (\$.05) per hour worked. **EXCEPT FOR** first year probationary apprentice, conditional apprentices and asbestos removers. (See 15.01 (e) and (i)).
 - (C) The Living Allowance fund funding payment by all employers is twenty-five cents (\$.25) per hour worked. **EXCEPT FOR** first year apprentices, first year probationary apprentices, conditional apprentices and asbestos removers. (See 16.02)

EFFECTIVE: JULY 4, 1993

SCHEDULE T

SOME 2

MAINTENANCE AGREEMENT WAGES AND BENEFITS

125

	PAID BY EMPLOYER						DEDUCT FROM EMPLOYEE		
	Base Rate	Vacation & Statutory Holiday Pay	Benefit Fund	Pension Fund	Living Allowance Fund	Apprenticeship Fund	Union Dues/Working Assessment	Living Allowance Fund	Apprenticeship Fund
MECHANIC	\$23.69	\$2.37 (10%)	\$1.60	\$3.20	\$.25	\$.05	\$1.53	\$.25	\$.05
APPRENTICES:									
Fourth Year	\$18.06	\$1.81 (10%)	\$1.60	\$3.20	\$.25	\$.05	\$1.53	\$.25	\$.05
Third Year	15.43	1.54 (10%)	1.60	3.20	.25	.05	1.53	.25	.05
Second Year	12.80	1.28 (10%)	1.60	3.20	.25	.05	1.53	.25	.05
First Year	10.18	1.02 (10%)	1.60	3.20	-	.05	1.53	-	.05
Probationary	11.36	.80 (7%)	-	-	-	-	1.53	-	-
Conditional	13.50	.95 (7%)	-	-	-	-	1.53	-	-

- NOTES:**
- (A) The Insulation Industry Development Fund payment is sixteen cents (\$.16) per hour worked, EXCEPT FOR first year probationary apprentices and conditional apprentices. (see 15.01 (d) and (f)).
 - (B) The Joint Apprenticeship Committee funding payment by all employers is five cents (\$.05) per hour worked, EXCEPT FOR first year Probationary apprentices, conditional apprentices and asbestos removers. (see 15.01 (e) and (f)).
 - (C) The Living Allowance fund funding payment by all employers is twenty-five cents (\$.25) per hour worked. EXCEPT FOR first year apprentices, first year probationary apprentices, conditional apprentices and asbestos removers. (See 16.02)

EFFECTIVE: JULY 4, 1993

SCHEDULE U

FORM 3

	PAID BY EMPLOYER						DEDUCT FROM EMPLOYEE		
	Base Rate	Vacation & Statutory Holiday Pay	Benefit Fund	Pension Fund	Living Allowance Fund	Apprenticeship Fund	Union Dues/Working Assessment	Living Allowance Fund	Apprenticeship Fund
MECHANIC	\$22.67	\$2.27 (10%)	\$1.60	\$3.20	\$.25	\$.05	\$1.53	\$.25	\$.05
APPRENTICES:									
Fourth Year	\$17.25	\$1.73 (10%)	\$1.60	\$3.20	\$.25	\$.05	\$1.53	\$.25	\$.05
Third Year	14.74	1.47 (10%)	1.60	3.20	.25	.05	1.53	.25	.05
Second Year	12.20	1.22 (10%)	1.60	3.20	.25	.05	1.53	.25	.05
First Year	9.67	.97 (10%)	1.60	3.20	-	.05	1.53	-	.05
Probationary	10.78	.75 (7%)	-	-	-	-	1.53	-	-
Conditional	13.50	.95 (7%)	-	-	-	-	1.53	-	-

126

- NOTES:**
- (A) The Insulation Industry Development Fund payment is sixteen cents (5.16) per hour worked, **EXCEPT FOR** first year probationary apprentices and conditional apprentices. (See 15.01 (d) and (f)).
 - (B) The Joint Apprenticeship Committee funding payment by all employers is five cents (\$.05) per hour worked, **EXCEPT FOR** first year probationary apprentices, conditional apprentices and asbestos removers. (see 15.01 (e) and (f)).
 - (C) The Living Allowance fund funding payment by all employers is twenty-five cents (\$.25) per hour worked, **EXCEPT FOR** first year apprentices, first year probationary apprentices, conditional apprentices and asbestos removers. (See 16.02)

EFFECTIVE: JULY 4, 1993

SCHEDULE V

SCALE 1

	PAID BY EMPLOYER						DEDUCT FROM EMPLOYEE		
	Base Rate	Vacation C Statutory Holiday Pay	Benefit Fund	Pension fund	Living Allowance Fund	Apprenticeship Fund	Union Dues/ Working Assessment	Living Allowance Fund	Apprenticeship Fund
MECHANIC	\$25.88	\$2.59 (10%)	\$1.60	\$3.35	\$.25	\$.05	\$ 1.55	\$.25	\$.05
APPRENTICES:									
Fourth Year	\$19.55	\$1.96 (10%)	\$1.60	\$3.35	\$.25	\$.05	\$ 1.55	\$.25	\$.05
Third Year	16.73	1.67 (10%)	1.60	3.35	.25	.05	1.55	.25	.05
second Year	13.88	1.39 (10%)	1.60	3.35	.25	.05	1.55	.25	.05
First Year	11.06	1.11 (10%)	1.60	3.35	-	.05	1.55		.05
Probationary	12.38	.87 (7%)	-				1.55		
Conditional	14.00	.98 (7%)	-				1.55		

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- NOTES:**
- (A) The Insulation Industry Development Fund payment is fifteen cents (\$.15) per hour worked, **EXCEPT FOR** first year probationary apprentices and conditional apprentices. (See 15.01 (d) and (f)).
 - (B) The Joint Apprenticeship Committee funding payment by all employers is five cents (\$.05) per hour worked, **EXCEPT FOR** first year probationary apprentices, conditional apprentices and asbestos removers. (See 15.01 (e) and (f)).
 - (C) The Living Allowance fund funding payment by all employers is twenty-five Cents (\$.25) per hour worked, **EXCEPT FOR** first year apprentices, first year probationary apprentices, conditional apprentices and asbestos removers. (See 16.02)

EFFECTIVE: MAY 1, 1994

SCHEDULE W

ZONE 2

	PAID BY EMPLOYER						DEDUCT FROM EMPLOYEE		
	Base Rate	Vacation & Statutory Holiday Pay	Benefit Fund	Pension Fund	Living Allowance Fund	Apprenticeship Fund	Union Dues/Working Assessment	Living Allowance Fund	Apprenticeship Fund
MECHANIC	\$25.25	\$2.53 (10%)	\$1.60	\$3.35	\$.25	\$.05	\$1.55	\$.25	\$.05
APPRENTICES:									
Fourth Year	\$19.06	\$1.91 (10%)	\$1.60	\$3.35	\$.25	\$.05	\$1.55	\$.25	\$.05
Third Year	16.28	1.63 (10%)	1.60	3.35	.25	.05	1.55	.25	.05
second Year	13.52	1.35 (10%)	1.60	3.35	.25	.05	1.55	.25	.05
First Year	10.75	1.08 (10%)	1.60	3.35	.25	.05	1.55	.25	.05
Probationary	12.09	.85 (7%)	-	-	-	-	1.55	-	-
Conditional	14.00	.98 (7%)	-	-	-	-	1.55	-	-

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- NOTES:**
- (A) The Insulation Industry Development Fund payment is fifteen cents (\$.15) per hour worked, **EXCEPT FOR** first Year probationary apprentices and conditional apprentices. (See 15.01 (d) and (f)).
 - (B) The Joint Apprenticeship Committee funding payment by all employers is five cents (\$.05) per hour worked. **EXCEPT FOR** first year probationary apprentices, Conditional apprentices and asbestos removers. (see 15.01 (e) and (f)).
 - (C) The Living Allowance fund funding payment by all employers is twenty-five cents (\$.25) per hour worked. **EXCEPT FOR** first year apprentices, first year probationary apprentices, conditional apprentices and asbestos removers. (See 16.02)

EFFECTIVE: MAY 1, 1994

SCHEDULE X

ZONE 3

MAINTENANCE AGREEMENT WAGES AND BENEFITS

	PAID BY EMPLOYER						DEDUCT FROM EMPLOYEE		
	Base Rate	vacation & Statutory Holiday Pay	Benefit Fund	Pension Fund	Living Allowance Fund	Apprenticeship Fund	Union Dues/ Working Assessment	Living Allowance Fund	Apprenticeship Fund
MECHANIC	\$24.18	\$2.42 (10%)	\$1.60	\$3.35	\$.25	\$.05	\$1.55	\$.25	\$.05
APPRENTICES:									
Fourth Year	\$18.22	\$1.82 (10%)	\$1.60	\$3.35	\$.25	\$.05	\$1.55	\$.25	\$.05
Third Year	15.56	1.56 (10%)	1.60	3.35	.25	.05	1.55	.25	.05
Second Year	12.89	1.29 (10%)	1.60	3.35	.25	.05	1.55	.25	.05
First Year	10.23	1.02 (10%)	1.60	3.35	-	.05	1.55		.05
Probationary	11.50	.81 (7%)	-				1.55		
Conditional	14.00	.98 (7%)	-				1.55		

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- NOTES:**
- (A) The Insulation Industry Development Fund payment is fifteen cents (5.15) per hour worked, **EXCEPT FOR** first year probationary apprentices and conditional apprentices. (See 15.01 (d) and (f)).
 - (B) The Joint Apprenticeship Committee funding payment by all employers is five cents (\$.05) per hour worked, **EXCEPT FOR** first year probationary apprentices, conditional apprentices and asbestos removers. (See 15.01 (e) and (f)).
 - (C) The Living Allowance fund funding payment by all employers is twenty-five cents (\$.25) per hour worked. **EXCEPT FOR** first year apprentices, first year probationary apprentices, conditional apprentices and asbestos removers. (See 16.02)

EFFECTIVE: MAY 1, 1994

INTERNATIONAL ASSOCIATION
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INSULATORS AND ASBESTOS
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BUSINESS AGENTS: Jim Bourne
Earl Walsh
PRESIDENT Pat McCabe
VICE-PRESIDENT: Ed Lalonde
EXECUTIVE BOARD: Wayne Chipman
Jim Connelly
Alan Haward
Dugald McLean
Len O'Connor
RECORDING SECRETARY: Alan Haward
TREASURER: Wayne Chipman
SERGEANT-AT-ARMS: Jim Connelly
TRUSTEES: Wayne Chipman
Dugald MacLean
Frank **Smith**
HEALTH & SAFETY
COMMITTEE CHAIRMAN: Earl Walsh
COMMITTEE MEMBERS: Wayne Chipman
Alan Haward
JOINT APPRENTICESHIP
COMMITTEE: Joe de Wit
Earl Walsh
PENSION & WELFARE
TRUSTEES: Joe de Wit
Earl Walsh
Pat McCabe

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Sault Ste. Marie, Ontario
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Room 201
St. Catharines, Ontario
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1-800-263-2484

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100 Waterloo Road
Timmins, Ontario
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P5N 1B2
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*1-800-461-9847

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L4M 1M1
Tel: (705) 722-6642
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2nd Floor
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*1-800-267-0915

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Unit 303
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*1-800-265-1676

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Western Area Office
130 Dufferin Avenue, 4th Floor
N6A 5R2
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*1-800-265-1676

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Northern Area Satellite Office
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Northgate Square
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Eastern Area Office
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Suite 200
K2C 3T2
Tel: (613) 228-8050
*1-800-267-1916

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Eastern Area District Office
Parklane Plaza
815 High Street
K9J 8J9
Tel: (705) 876-1800
*1-800-461-1425

St. Catharines

Hamilton/Niagara Area
District Office
205 King Street, 1st Floor
L2R 3J5
Tel: (905) 682-7261
*1-800-263-7260

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Western Area Satellite Office
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N7V 3C2
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390 Bay Street, 3rd Floor
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Northern Area Office
199 Larch Street, 6th Floor
P3E 5P9
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*1-800-461-4000

Sudbury

Occupational Health
& Safety Branch
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P3E 6B5
Tel: (705) 670-5695
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Thunder Bay

Northern Area District Office
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Northern Area District Office
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Main Floor
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M5G 1E2
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Central Area Office
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3rd Floor, Mississauga
L5C 4R3
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*1-800-268-2966

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500 Ouellette Ave., Suite 305
N9A 1B3
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*1-800-265-5140

Whitby

Eastern Area Satellite Office
209 Dundas St. E.
Suite 204
L1N 7H8
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*1-800-263-1195

*Toll Free Number

For inquiries please contact the Ministry of Labour office nearest to you. Consult the blue pages in your local telephone directory for additional information. The Ministry may **also** be reached 24 hours a day through the emergency telephone number in Toronto.

DIMENSIONS FOR MITERED SEGMENTS FOR LONG RADIUS ELLS Nominal Insulation Thicknesses

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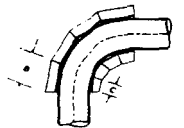
Pipe Size	1"		1 1/2"				2"				2 1/2"				3"					
	C	D	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D		
2"		5/16	.33	4	2-7/32	3/32	2.33	—	—	—	—	—	—	—	—	—	—	—	—	
2-1/2"	4	2-13/32	15/32	.00	4	2-23/32	5/32	2.00	—	—	—	—	—	—	—	—	—	—	—	
3"	4	2-13/16	21/32	.66	4	3	15/32	1.66	3	4-5/16	11/32	.66	3	4-13/32	3/32	.66	—	—	—	
3-1/2"	4	3-9/32	3/4	1.41	4	3-15/32	9/16	1.41	4	3-21/32	3/8	.41	4	3-27/32	3/16	.41	—	—	—	
4"	6	2-7/16	11/16	.20	6	2-17/32	9/16	1.20	6	2-11/16	7/16	.20	6	2-13/16	5/16	.20	4	4-9/16	1/4	1.20
4-1/2"	6	2-3/4	25/32	1.03	6	2-7/8	5/8	1.03	6	3	1/2	.03	6	3-1/8	3/8	.03	6	3-1/4	1/4	1.03
5"	6	2-15/16	31/32	.93	6	3-1/16	27/32	.93	6	3-3/16	11/16	.93	6	3-11/32	9/16	.93	6	2-15/32	7/16	.93
6"	6	3-1/2	1-1/4	.75	6	3-5/8	1-1/8	.75	6	3-3/4	1	.75	6	3-7/8	7/8	.75	6	4	3/4	.75
7"		—	—	6	4-1/8	1-11/32	.66	6	4-1/4	1-7/32	.66	6	4-3/8	1-3/32	.66	6	4-1/2	15/16	.66	
8"		—	—	8	3-1/2	1-7/32	.58	8	3-19/32	1-1/8	.58	8	3-23/32	1	.58	8	3-13/16	29/32	.58	
T		—	—	8	3-7/8	1-13/32	.53	8	4	1-9/32	.53	8	4-1/16	1-7/32	.53	8	4-3/16	1-3/32	.53	
10"		—	—	8	4-9/32	1-9/16	.50	8	4-13/32	1-15/32	.50	8	4-1/2	1-3/8	.50	8	4-19/32	1-9/32	.50	
11"		—	—	8	4-11/16	1-3/4	.43	8	4-25/32	1-21/32	.43	8	4-7/8	1-19/32	.43	8	5	1-15/31	.43	
12"	—	—	—	8	5-1/16	1-31/32	.41	8	5-5/32	1-7/8	.41	8	5-9/32	1-3/4	.41	8	5-3/8	1-21/31	.41	
14"	—	—	—	8	5-3/4	2-7/16	.33	8	5-7/8	2-11/32	.33	8	5-31/32	2-1/4	.33	8	6-1/16	2-5/32	.33	
16"	—	—	—	8	6-17/32	2-27/32	.29	8	6-21/32	2-3/4	.29	8	6-3/4	2-5/8	.29	8	6-7/8	2-9/16	.29	
18"	—	—	—	8	7-11/32	37/32	.25	8	7-1/16	3-1/8	.25	8	7-1/2	3-1/32	.25	8	—	—	.25	

Pipe Size	3 1/2"				4"				4 1/2"				5"			
	A	B	C	D	A	B	C	D	A	B	C	D	A	B	C	D
2"	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2-1/2"	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
3"	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
3-1/2"	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
4"	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
4-1/2"	6	3-7/16	3/32	1.03	—	—	—	—	—	—	—	—	—	—	—	—
5"	6	3-5/8	5/16	.93	4	5-5/8	9/32	.93	—	—	—	—	—	—	—	—
6"	6	4-3/16	17/32	.75	4	6-99/16	19/32	.75	4	6-3/4	13/32	.75	4	6-31/32	7/32	.75
7"	6	4-11/16	13/16	.66	6	4-25/32	11/16	.66	6	4-15/16	17/32	.66	6	5-1/16	13/32	.66
8"	8	3-29/32	13/16	.58	8	4	23/32	.58	8	4-3/32	19/32	.58	8	4-3/16	1/2	.58
9"	8	4-9/32	1	.53	8	4-13/32	29/32	.53	8	4-15/32	13/16	.53	8	4-19/32	23/32	.53
10"	8	4-11/16	1-3/16	.50	8	4-27/32	1-3/32	.50	8	4-29/32	1	.50	8	4-31/32	29/32	.50
11"	8	5-3/32	1-3/8	.43	8	5-3/16	1-9/32	.43	8	5-9/32	1-3/16	.43	8	5-3/8	1-3/22	.43
12"	8	5-15/32	1-9/16	.41	8	5-9/16	1-15/32	.41	8	5-21/32	1-3/8	.41	8	5-3/4	1-9/32	.41
14"	8	6-5/32	2-1/16	.33	8	6-1/4	1-31/32	.33	8	6-11/32	1-27/32	.33	—	—	—	—
16"	8	6-15/16	2-7/16	.29	—	—	—	—	—	—	—	—	—	—	—	—
18"	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

- A — Number of Miter cuts
- B — Greater dimension on outside face of pipe insulation
- C — Lesser or throat dimension on outside face of pipe insulation
- D — Number of long radius ell's available from a linear foot of pipe insulation based on alternating the cuts and allowing for saw kerf and waste

Dimensions are based on formula —
 $Chord\ Length = 2 r \sin \frac{A}{2}$

Where r = radius to outside of insulation (where segments are circular graphically) A = 90° Divided by number of segments used.



DIMENSIONS FOR MITERED SEGMENTS FOR SHORT RADIUS ELLS
Nominal Insulation Thicknesses

Pipe Size	1'				1 1/2'				2'				2 1/2'											
	A		B		C		D		A		B		C		D		A		B		C		D	
3"	3	3-3/32	1/8	2.22	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
3-1/2"	3	3-5/8	1/8	2.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
4"	3	3-15/16	5/16	1.86	2	6-1/2	1/8	1.66	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
4-1/2"	4	3-9/32	9/32	1.50	3	4-23/32	1/16	1.50	3	4-23/32	1/16	1.50	3	4-23/32	1/16	1.50	3	4-23/32	1/16	1.50	3	4-23/32	1/16	1.50
5"	4	3-1/2	7/16	1.33	4	3-23/32	1/4	1.33	4	3-23/32	1/4	1.33	4	3-23/32	1/4	1.33	4	3-23/32	1/4	1.33	4	3-23/32	1/4	1.33
6"	6	2-23/32	7/16	1.11	6	2-27/32	5/16	1.11	6	2-27/32	5/16	1.11	6	2-27/32	5/16	1.11	6	2-27/32	5/16	1.11	6	2-27/32	5/16	1.11
7"	—	—	—	—	6	3-1/4	7/16	1.00	6	3-1/4	7/16	1.00	6	3-1/4	7/16	1.00	6	3-1/4	7/16	1.00	6	3-1/4	7/16	1.00
8"	—	—	—	—	6	3-21/32	9/16	.88	6	3-13/16	3-13/16	.88	6	3-13/16	3-13/16	.88	6	3-13/16	3-13/16	.88	6	3-13/16	3-13/16	.88
9"	—	—	—	—	8	3-1/32	1/2	.75	8	3-3/8	5/16	.75	8	3-3/8	5/16	.75	8	3-3/8	5/16	.75	8	3-3/8	5/16	.75
10"	—	—	—	—	8	3-3/8	19/32	.66	8	3-3/8	19/32	.66	8	3-3/8	19/32	.66	8	3-3/8	19/32	.66	8	3-3/8	19/32	.66
11"	—	—	—	—	8	3-5/8	11/16	.66	8	3-3/4	18/32	.66	8	3-3/4	18/32	.66	8	3-3/4	18/32	.66	8	3-3/4	18/32	.66
12"	—	—	—	—	8	3-15/16	13/16	.58	8	4-1/32	11/16	.58	8	4-1/32	11/16	.58	8	4-1/32	11/16	.58	8	4-1/32	11/16	.58
14"	—	—	—	—	8	4-7/16	1-3/16	.50	8	4-9/16	1-17/16	.50	8	4-9/16	1-17/16	.50	8	4-9/16	1-17/16	.50	8	4-9/16	1-17/16	.50
16"	—	—	—	—	8	5	1-1/4	.41	8	5-1/8	1-3/16	.41	8	5-1/8	1-3/16	.41	8	5-1/8	1-3/16	.41	8	5-1/8	1-3/16	.41
18"	—	—	—	—	8	5-5/8	1-1/2	.33	8	5-11/16	1-3/8	.33	8	5-11/16	1-3/8	.33	8	5-11/16	1-3/8	.33	8	5-11/16	1-3/8	.33

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Pipe Size	3"			4"			4 1/2"				5"					
	A	B	C				D	A	B	C	D	A	B	C	D	
8"	3	8-5/16	7/32													
9"	6	4-15/32	1/4	.75	6	4-5/8	5/32									
10"	8	3-21/32	9/32	.66	8	3-3/4	7/32	.66	8	3-7/8						
11"	8	3-29/32	3/8					.66	8	4-1/8	3/16					
12"	8	4-7/32	1/2	.58	8	4-5/16	13/22	.58	8	4-7/16	5/16	.58	8	4-17/32	3/16	.58
14"	8	4-13/16	13/16	.50	8	4-15/16	11/16	.50	8	51/16	9/16	.50	8	5-3/16	7/16	.50
16"	8	5-1/4	1	.41	8	55/16	15/16	.41								

A = Number of Mitters.
 B = Greater Dimensions of outside face of pipe insulation.
 C = Lesser or throat dimension on outside face of pipe insulation.
 D = Number of short radius ells available from a linear foot of pipe insulation, based on alternating the cuts and allowing for saw *kerf* and waste.
 Dimensions are to nearest 1/32"

