PROVINCIAL COLLECTIVE AGREEMENT

BETWEEN

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

- AND -

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS
And
THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL 95

EFFECTIVE: May 29th, 2019 TO APRIL 30th, 2022

Revision 4

MASTER INSULATOR'S OF ONTARIO and LOCAL 95 HEAT AND FROST INSULATORS

COLLECTIVE AGREEMENT REVISON RECORD

REVISION	DATED	TOPIC / DESCRIPTION
0	29/05/19	New Collective Agreement
1	31/05/19	Add LOU 142, Apprentice wage ratios
2	07/07/19	Add LOU 143, to clarify language
3	29/07/19	Incorporate revised limits to LATF funding per LOU #139
4	29/07/19	Incorporate re-working of Article 10 per Memorandum of Settlement

This is agreed by the officers of the Association and Union to be a complete and current list of collective agreement revisions as of the 29th day of July 2019.

The Master Insulators' Association of Ontario, Inc.

Signed by: Tim Pullyblank

Signed by: Robert McGowan Jr.

International Association of Heat and Frost Insulators and Allied Trades, Local 95

Signed by: Gord Cochrane

Signed by: Dave Gardner

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PREAMBLE

THIS COLLECTIVE AGREEMENT made as of the 29th day of May, 2019 by and between:

THE MASTER INSULATOR'S ASSOCIATION OF ONTARIO INC.,

(hereinafter called "the Association"),

- and -

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, and THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED 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 the 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 Collective 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 Article 1, paragraph 1.02 (a); for the performance of any work, as detailed in Article 1, paragraph 1.02 (a).

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(g) Notwithstanding any of the foregoing, this Collective Agreement does not apply to work which is performed by employees of any employer, in the employer's plant or fabrication shop; that is located in a location other than the site of construction.

(h) All contractors bound to this Collective Agreement shall become active Association Members, effective sixty (60) days after the ratification of this memorandum of settlement by both parties, thereby being bound by the bylaws of the Association.

NOW THEREFORE THIS COLLECTIVE AGREEMENT WITNESSETH:

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ARTICLE 1

RECOGNITION AND SCOPE

1.01
"Employers" as used herein means all employers whose employees are represented for collective bargaining by the Union 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 Collective 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 journeymen and apprentices who are members of the Union including travelers from outside the Province of Ontario. This Collective Agreement covers the rates of pay, rules and working conditions of all employees and all persons hired as temporary workers pursuant to Article 2, paragraph 2.04 hereof, employed by the employers signatory to this Collective Agreement, at the site of construction in the performance of the preparation, distribution, fabrication, alteration, application, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing and/or weatherproofing of cold or hot thermal and/or acoustical insulation with such materials as may be specified when these materials are to be installed for thermal and/or acoustical purposes in voids or on other piping, fittings, valves, boilers, ducts, flues, tanks, vats, equipment, or on any hot or cold surface for the purpose of thermal and/or acoustical control and such other work as may be awarded to the Union pursuant to a trade jurisdictional award.

1.02 (b)
Maintenance as defined in Appendix 3, Article 1 of this agreement may be performed under the terms and conditions of Appendix 3 otherwise known as "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 Collective 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 Collective Agreement in all sectors of the Construction Industry, save and except E.P.S.C.A.

1.03 (c)
This Collective Agreement and any Maintenance Agreement there under shall be the only Collective 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 Collective Agreement and incorporates by reference the terms and conditions of this Agreement and all other employers bound by the Collective Agreement and the Union (other than E.P.S.C.A., Specialty and Residential Groups).

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1.03 (d) (i)
The Union agrees that it will not sign any other Collective 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 Collective Agreement or any Maintenance Agreement there under.

1.03 (d) (ii)
When more favourable terms are required to entice a non-union shop to sign this Collective Agreement the Association must approve such terms.

1.03 (d) (iii)
The Association must be made aware of the employers involved and terms of all such agreements executed between the Union and the various parties utilizing the common labour pool.

1.04
The provisions of this Collective Agreement shall be binding upon the employers and their employees, and upon the Union and its members coming within the scope of this Collective Agreement.

1.05
The geographic scope of this Collective Agreement shall be the Province of Ontario as outlined in the preamble, divided into three zones:

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

Zone 2: The Northwestern Zone, consisting of the Districts of Kenora, Rainy River, Thunder Bay, Algoma and Patricia. The Central Northern Zone, consisting of the Districts of Cochrane, Sudbury, Timiskaming, Nipissing and Parry Sound.

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

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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 thereinafter provided, in Article 2, paragraphs 2.04(a) through(i).

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 journeymen and a complete list of all available apprentices including their classification. The list shall include confirmation of training in asbestos, WHMIS, fall arrest, confined space awareness, high reach equipment, respirator, NORCAT, IEC, first aid, CPR, supervisor and other categories as decided upon from time to time, as provided by the past employers and/or the employee. The Union will not be held accountable for the validity of the training information. The choice of whom to hire shall alternate between the employer and the Union so as to provide a 50% "name-hire" from each of the lists that the employees are hired from. The Union also agrees to provide to any employer requesting the hiring of subsistence area employees, a complete list of names and closest town to the residence of all available subsistence journeymen and a complete list of names and closest town to the residence of all available subsistence apprentices.

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

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

2.01 (b) (v)
When an employee quits, the Employer may name hire a replacement without affecting the normal 50/50 name hire provisions of this Collective Agreement upon notifying the Union by email at officers@insulators95.com.

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: Journeyman, 4th year apprentice, 3rd year apprentice, 2nd year apprentice, 1st year apprentice, 1st year probationary apprentice, asbestos remover or conditional apprentice. The referral slip shall include a current email address and also confirm training in asbestos, WHMIS, fall arrest, confined space awareness, high reach equipment, respirator, NORCAT, IEC, first aid, CPR and/or supervisor, as provided by the past employers and/or the employee. The Union will not be held accountable for the validity of the training information.

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

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

2.03 (a) (i)
The following Shop Ratio Table notwithstanding, the ratio of apprentices on a job shall not exceed one apprentice to one journeyman except as provided for in Article 2, paragraphs 2.04(a) through (i).

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

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2.03 (a) (i) continued

EMPLOYEES IN SHOP	APPRENTICES	JOURNEYMEN	EMPLOYEES IN SHOP	APPRENTICES	JOURNEYMEN
43	11	32	93	23	70
44	11	33	94	23	71
45	11	34	95	24	71
46	11	35	96	24	72
47	12	35	97	24	73
48	12	36	98	24	74
49	12	37	99	25	74
50	12	38			

2.03 (a) (ii)

4th year apprentices may be excluded from the shop ratio stated in Article 2, paragraph 2.03(a)(i), per the following table:

EMPLOYEES IN SHOP	4th YEAR APPRENTICES	EMPLOYEES IN SHOP	4TH YEAR APPRENTICES
4 to 18	1	55 to 66	5
19 to 30	2	67 to 78	6
31 to 42	3	79 to 90	7
43 to 54	4	91 to 99	8

2.03 (b)

No apprentice shall execute work unaccompanied by a journeyman except that a fourth year apprentice may execute work on a temporary emergency basis only when a mechanic is not readily available and the Union business office is notified. If the emergency exceeds one day the union has the right to dispatch a mechanic to the site. 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 provisional workers 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 provisional worker a complete list of all available provisional workers. 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 provisional workers from the provisional worker 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 provisional worker list will only include the name of individuals classified as provisional workers who have been employed by an employer previously and who have received WHMIS and fall arrest training provided by that previous employer.

2.04 (e)

Provisional workers shall be replaced as soon as competent Union employees are available.

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2.04 (f)
Provisional workers 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 provisional workers within 48 hours (two working days) of said notice. If the employer fails to lay off the provisional worker after 48 hours as agreed, the Union has the right to send an equal number of employees to replace the provisional worker 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 facsimile transmission (FAX) or by email to officers@insulators95.com.

2.04 (i)
After declaring an emergency, the employer must keep the Union advised of each job that has provisional workers 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 provisional worker hired. Upon receiving this information, the Union will provide the provisional worker with a work permit, in accordance with Article 2, paragraph 2.01 (c), which will be carried by the provisional worker 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 apprentice providing the employer's shop ratio is in order with Article 2, paragraphs 2.03(a) through (c). The Union shall provide these new apprentices with a regular work permit, and without delay.

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

2.05 (b) (iii)
All new probationary apprentices approved by the Union shall have taken courses as required by the Ministry of Labour for the construction industry including but not limited to WHMIS and Working at Heights. The course(s) shall be as approved by the Ministry of Labour. Upon agreement between the Union and the employer, training by the Union may be waived. In this case the employer shall be responsible for this training and shall provide the training documentation to the Union, before the probationary apprentice may be engaged on a construction site.

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 Article 2, paragraphs 2.04(a) through (i) have been met by the employer.

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2.07 (a)
If an employee has been discharged for cause, the Union shall be notified within two (2) business days by email at officers@insulators95.com. The reason for discharge shall be sent within five (5) business days of the discharge by email to officers@insulators95.com. 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 within two (2) business days by email at officers@insulators95.com and manager@miaontario.org. The reason for discharge shall be sent within five (5) business days of the discharge by email to officers@insulators95.com and manager@miaontario.org. The employee discharged for cause shall also receive in writing, the reason for the discharge, no later than the date he or she receives his or her E.I. separation slip.

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

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

2.09
A member of the Union shall not work at the trade for himself or any other person or shop in the performance of his or her job as a "Heat and Frost Insulator & Allied 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.

2.11
When an employee ceases to be employed, the Employer shall notify the Union within two (2) business days by email at officers@insulators95.com.
The Union shall not dispatch an employee as a "name hire" prior to receiving such notification.

2.12
When an employee is identified as having absenteeism and/or time keeping issues the employer may, upon approval of the Union, not be required to re-employ the employee for twelve (12) months. If upon re-hire the employee has continuing issues with absenteeism and/or time keeping this will result in increasing the period to twenty-four (24) months or longer.

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ARTICLE 3

HOURS OF WORK AND OVERTIME

3.01 (a) (i)
The regular work day shall be between 7:00 a.m. and 5:00 p.m., Monday to Thursday inclusive, and Friday between 7:00 a.m. and 12:00 noon, for regular work week of thirty-six (36) hours. The regular work week shall be eight (8) hours Monday to Thursday and four (4) hours Friday. (notwithstanding flexible hours that have been agreed upon under Article 3, paragraph 3.01 (a) (iii)).
The regular work week will be forty (40) hours in the Northwestern Zone. When a thirty-six hour work week is established in the area the forty (40) hours will be negotiated downward.

3.01 (a) (ii)
Mindful of the fragility of the insulation market and our commitment to serving our clients the MIAO and the Union agree to the following:

1. On projects where items or systems contracted to be insulated by an Employer, are installed by trades working a regular 40 hour week constitute the majority of the insulation hours for that Employer on that project, the entire project shall be deemed by that Employer to be a regular 40 hour work week.
2. The Employer and Employees shall notify the Union prior to starting work on these projects.
3. Employees transferred to these projects on Fridays shall be paid overtime for any hours outside of normal working hours as per article 3.01 (a) (i).

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

3.01 (a) (iv)
Where the employer and the employees agree, upon approval of the Union office, flexible hours may be worked. Such approval will not be unreasonably withheld by the Union. Flexible hours are not for make up time or for work on weekends or statutory holidays.

3.01 (a) (v)
The Union office must be notified in writing by the employer prior to commencement of scheduled overtime. In the event of unscheduled overtime the Union shall be notified immediately by telephone (1-800-268-3396) or email to officers@insulators95.com.

3.01 (a) (vi)
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. On days where a shift consisting of four hours is worked, only one ten (10) minute work break shall be given. It is agreed that the employees have a thirty (30) minute non-paid lunch break.

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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 Article 3. paragraph 3.01(a).

3.02 (a) (i)
Where the regular work week is 36 hours as defined in Section 3.01 (a) (i), the first hour (1) of overtime Monday to Thursday and the first four (4) hours on Friday shall be paid at the rate of one and one half times the rate for each hour worked. This shall apply to a maximum of four (4) hours total per week.

3.02 (a) (ii)
All other overtime, including all days mentioned in 3.03 (a), shall be paid at the rate of double time for each hour worked.

3.02 (b)
Overtime work shall only be performed by employees and shall not be performed by provisional workers 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 twenty dollars ($20.00) in lieu of the meal.

3.02 (d)
Absenteeism will not be tolerated. Upon approval of the full time officers of the Union, when an employee misses regular hours, without acceptable reasons, during the week following weekend overtime, they shall not receive the applicable premium portion of the rate for the hours equal to the regular hours missed. The employer shall notify the Union at officers@insulators95.com. The Union shall act expediently to approve the employers' actions. Employees who miss regular time may be excluded from the opportunity to work overtime.

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

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

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

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3.03 (b) (i)
When a statutory holiday falls on a Saturday or a Sunday, employees will take the following Monday as the holiday.

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

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

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

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

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

Shift 1: 7:30 a.m. to 5:00 p.m. as per regular work day in Article 3, paragraph 3.01 (a) (i).
Shift 2: 5:00 p.m. to 1:00 a.m. with one hour for lunch; 7 hrs work for 8 hrs pay.
Shift 3: 1:00 a.m. to 8:00 a.m. with one hour for lunch; 6 hrs work for 8 hrs pay.

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

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

3.06 (a)
Where employees have been requested to report to a project where because of climatic or other conditions beyond the control of the employer they are prevented from working, they shall receive a maximum of three hours pay, in accordance with the Employment Standards Act, plus traveling allowance and/or subsistence where applicable, but employees shall remain on the job and available for work for the period of time paid for. Advance notice shall be given when employees are to be laid off or work is not to be resumed. No reporting allowance shall be paid under this clause to an employee who has been informed not to report for work before he or she set forth for work on that particular day.

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

T. P.

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) Journeymen and apprentices shall be required to supply the ordinary hand tools of the trade which are as follows:

1.	tool box or pouch	2.	12" square
3.	claw hammer	4.	2 dividers (6" and 12")
5.	end cutters (nippers)	6.	channel locks & adjustable wrench
7.	2 saws (wood & drywall)	8.	4" brush
9.	16' steel tape measure	10.	8" scissors
11.	10" tin snips	12.	metal punch or ice pick
13.	hard hat	14.	standard cotton blend coveralls

15. safety boots to satisfy job site requirements
16. 4 knives (small serrated, large serrated, non-serrated & retractable)
17. knife sharpener
18. note pad, calculator, pens, markers & pencils
19. two (2) pairs Metal Master cutters (one left and one right)
20. phillips, robertson and slot screwdrivers (various sizes)

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

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

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

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

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

T.P.

ARTICLE 4

JURISDICTION

4.01
No employees shall be required to become a member of more than one Union. If a question of trade jurisdiction as between the Union and other Union shall occur with respect to any work performed by the employers in the Province of Ontario, the matter shall be referred to the Union and the Union will settle the question of trade jurisdiction without in any way involving the employers in any question of breach of this Collective 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 Collective Agreement or any renewal thereof, the employers shall not call or authorize any lockout of their employees, and the Union shall not call, authorize, order or condone, and no officer, official or agent of the Union, and no employee shall counsel, procure, support, participate or engage in a strike, picketing, slowdown or stoppage or work against any of the employers. It shall not be considered a violation of this Collective 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.

T.P.

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 Collective Agreement, including any question as to whether a matter is arbitral or where an allegation is made that this Collective 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 negotiation between the Union Stewards and/or the Union Business Representative and the appropriate foreperson, directly in charge of the work, acting for the employer.

STEP NO. 2:

6.03 (a)
Failing resolution under Article 6, paragraph 6.02, the Griever may institute action under the Labour Relations Act, 1995, pursuant to Section 133.

6.04
The parties agree that any application under Section 133 must be filed with the Registrar of The Ontario Labour Relations Board within ninety (90) days immediately following the date of the happening of the event giving rise to the grievance, complaint or dispute and will be estopped from relying upon the provisions of Section 133. In the case of a grievance, complaint or dispute arising out of a continuing matter, the parties agree that they will be estopped from claiming damages for monetary adjustment by reason of anything which happened prior to the ninety (90) day period immediately preceding the filing of the referral under Section 133. Delinquency grievances related to Article 15 and Article 16 are exempted from the ninety (90) day estoppels set forth herein.

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

The definition of "non-union workers" for the purposes of this article and its impositions shall be "Any worker(s) not dispatched to an Employer under the hiring provisions and procedures as set out in Article 2 within this Collective Agreement. A non-union designation for the purposes of this Article shall also include workers who apply materials in the scope of I.C.I. (as describes within the preamble of this Collective Agreement) that are employed and/or designated as workers under special terms of this or any other Collective Agreement that the Union has entered into with its employers, such as fire-stop and smoke-seal installers, asbestos removers, and all workers within a Residential Agreement".

A $ 30,000.00 Minimum and Maximum assessment per investigation to be paid in full within 90 days of imposition or settlement.

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6.05 (a) continued
An investigation may be built of several infractions involving several persons and / or several worksites. The maximum assessment regardless shall not exceed $30,000.00 in total. Once an action has been filed as a grievance and employer notification completed, another investigation may be undertaken for infractions occurring after the grievance filing and the employer notification and would carry an additional assessment as described above.

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

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

This Article shall become effective for any such infractions upon ratification of this Collective Agreement and shall remain in full force and effect until the expiration of the current Collective Agreement.

The Association may veto the implementation of this Article as it deems appropriate on a case per case basis through procedures as outlined in LOU#113R1.

6.05 (b)
Any employer who fails to pay the appropriate rates of overtime or shift premiums shall be assessed additional assessments beyond those imposed by the O.L.R.B., or if early settlement is reached the following assessments shall apply in addition to any settlement damages:

A $15,000.00 minimum and maximum assessment per investigation to be paid in full within 90 days of imposition or settlement.

All other provisions of Article 6, paragraph 6.05 (a) shall apply, including but not limited to the right of the Association to veto any or all impositions.

Article 6.05 (c)
The intent herein, is to create a deterrent within the Collective Agreement that allows the Union to impose assessments that are significant enough to be perceived as a deterrent to those employers who may gain competitive advantage by not complying with certain articles of the Collective Agreement.

T.P.

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ARTICLE 7

STEWARDS

7.01 (a)
It shall be the right of the Union Business Manager, the Business Agent, or a designated union person to appoint a Steward for each job from the employer's personnel on the job site. Such an appointment will be at the discretion of the Union. The employers shall be notified of the appointment by letter / fax and the appointment will take effect upon receipt by the employer of this written notice. The Union will provide the Association with a list of such designated persons prior to the steward appointment.

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

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

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

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

7.03
The authorized business representative of the Union shall be permitted on all jobs where acceptable to the owners and/or customers. He or she will in no way interfere with the employees during working hours unless permission is granted by the employer or the employer's authorized representative.

7.04
Under no circumstances shall a job steward, District Steward or any employee make any arrangements with Management, or vice-versa, that will change or conflict in any way with any sections or terms of this Collective Agreement.

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ARTICLE 8

PERFORMANCE OF WORK

8.01 (a)
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 the Union as described in Article 1, paragraph 1.02 to firms which are in contractual relationship with the Union. The exception to this shall be when a specialty contractor is specified.

8.01 (b)
The Employer shall notify the Union within two (2) business days by email at officers@insulators95.com of the start and conclusion of any subletting or contracting out of any work in accordance with Article 8.01.

8.02
No person who exercises managerial, estimating or sales function for an employer, or who has an ownership or other financial interest in an employer, shall work with the tools or perform any work of the application of insulation within the scope of this Agreement. However, it is agreed that from time to time foremen may represent the company at site meetings and provide information to the employer.

8.03 (a)
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.

8.03 (b)
The employer shall notify the union offices of disciplinary actions, verbal, written and final to provide the Union with a history between the employer and employee.

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

8.04 (b)
Employers agree to give two (2) hours notice to layoffs on all projects, or one (1) hours pay in lieu of that notice.

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

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8.04 (d)
In subsistence areas hours of work may be extended in accordance with Article 3, paragraph 3.03 (c) of this Collective Agreement.

ARTICLE 9

WAGES AND CLASSIFICATIONS

9.01 (a)
Employers will pay rates of wages to the various classifications of employees within the Union jurisdiction as outlined in the **Wages, Contributions and Deductions Schedules** as attached hereto and forming part of this Collective Agreement.

9.01 (b)
Conditional apprentices and first year probationary apprentices required on the job site shall be issued work permits and shall be paid the rate of wages applicable to their classification. Such workers shall not be entitled to participate in the Welfare Plan, and only payments as detailed in Section 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 there under as 1st year, 2nd year, 3rd year, and 4th year apprentices and they shall be paid wages as detailed in the **Wages, Contributions and Deductions Schedules** and the full benefit package, except 1st year probationary apprentices up to 800 hours and provisional workers shall not receive the benefit package.

9.02 (b)
Apprentice reclassification shall be published by the first day of January, April, July and October in any year, after successfully completing the minimum hour requirements, the relevant schooling and approval by the Joint Apprenticeship Committee. The Union shall promptly notify the Association in writing of any proposed reclassification.
The revised classification shall take effect starting with the first full pay period after publication. The following are minimum total hours before being eligible for reclassification. The probationary apprenticeship period shall be twelve hundred (1,200) hours, 1st to 2nd year, two thousand (2,000) hours, 2nd to 3rd year, thirty-six hundred (3,600) hours, 3rd to 4th year, fifty-two hundred (5,200) hours and 4th year to journeyman, sixty-eight hundred (6,800) hours. There shall be four hundred (400) hours credited to each apprentice after successful completion of the third year trade school.

9.02 (c)
The Joint Apprenticeship Committee will meet periodically to recommend individuals to the Union for an open work permit.

9.03 (a)
Journeymen in charge of any job shall receive premium pay at the following hourly rates while so working:

Journeymen (foreperson) in charge plus **3 employees** - **$1.00 per hour**
Journeymen (foreperson) in charge plus **9 employees** - **$3.00 per hour**
Journeymen (foreperson) in charge plus **75 employees** - **$8.00 per hour**

9.03 (b)
When alternative foreperson remuneration premium is provided, the total of which is greater than the premium indicated above, and the employee accepts the alternative remuneration, no further premium is owed to the employee.

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9.04 (a)
The employer shall pay wages (and expenses where required hereunder) weekly no later than midnight Thursday. 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.

9.04 (c) (i)
Should this payment not be made within the three (3) business days the Employer shall pay to the employee a penalty of $100.00 per day thereafter, exclusive of Saturdays, Sundays and statutory holidays, until the makeup payment has been issued and the employee notified.

9.04 (c) (ii)
If the short payment is due to a dispute between the employee and employer, the employer shall notify the Union at officers@insulators95.com within three (3) business days. The penalty shall not apply until the dispute has been settled.

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% (6% vacation pay and 4% 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 provisional workers hired pursuant to Article 2 shall be as detailed in the **Wages, Contributions and Deductions Schedules.**

9.05 (b) (ii)
In addition to any other remuneration herein provided for; first year probationary apprentices and provisional workers, shall be entitled in lieu of payment for both statutory holidays and for annual vacations, to be credited with 7.7% of their wages while employed by an employers effective from the date of this Agreement. This money will be paid weekly or as per government regulations.

9.06
Any employee who is required to work on a hanging scaffold which is located over fifty (50) feet above a working floor or platform shall receive a premium of **forty cents ($0.40)** per hour over the rate of pay, and over one hundred (100) feet shall receive a premium of **seventy-five cents ($0.75)** per hour over the rate of pay. Said scaffolding shall include bosun's chair, swing stage and any scaffolding or chair suspended by rope or wire.

ARTICLE 10

LIVING OUT ALLOWANCE AND TRAVELING EXPENSES

Article 10 Quick Reference Guide disclaimer

The quick reference guide below is only intended as a guide to lead Employers and Employees to the relevant portions of Article 10 related to their situation. This guide is not intended to replace Article 10 and shall not be referenced in any legal challenge regarding the interpretation of Article 10.

Article 10 - Quick Reference Guide

		1	2	3	4
	Employee Status Work Area	**Currently Employed Employee**	**Newly Dispatched Employee**	**Out of Province Travel Employees**	**Employees on LATF transferred to another site within the Listed Municipality**
A	**working within 50 miles of employee's Listed Municipality**	Travel Zone expenses per Articles 10.04 & 10.05	Travel Zone expenses per Articles 10.04 & 10.05	Travel Zone expenses per Articles 10.04 & 10.05	N/A
B	**Working within 50 miles of Employee's Listed Minicipality in an overlapping Listed Municipality**	Travel Zone expenses from Employee's listed municipality per Articles 10.04 & 10.05	Travel Zone expenses from employee's listed municipality per Articles 10.04 and 10.05	Travel Zone expenses for project listed municipality per Articles 10.04 & 10.05	N/A
C	**Working outside of 50 miles of a Listed Municipality and returning home each day**	Travel Zone expenses per Articles 10.04 & 10.05	Travel Zone expenses per Articles 10.04 & 10.05	Travel Zone expenses per Articles 10.04 & 10.05	N/A
D	**Working outside of 50 miles of a Listed Municipality and staying away from home**	Living Out Allowance per Articles 10.06 through 10.09 and Travel expenses per Articles 10.19 & 10.20, paid by Employer	Living Out Allowance per Article 10.06 through 10.09 and travel expenses per Article 10.19 & 10.20, paid by Employer	Living Out Allowance paid by Employer per Article 10.06 through 10.09	N/A

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		1	2	3	4
	Employee Status Work Area	**Currently Employed Employee**	**Newly Dispatched Employee**	**Out of Province Travel Employees**	**Employees on LATF transferred to another site within the Listed Municipality**
E	**Working outside of 50 miles of an employee's Listed Municipality, but within another Listed Municipality staying away from home**	Living Out Allowance per Articles 10.06 through 10.09 and Travel expenses per Articles 10.19 & 10.20, paid by Employer	Living Out Allowance plus travel expenses paid by LATF per Articles 10.10 through 10.17 and 10.19 & 10.20, less any applicable Travel Zone expenses for the projects' listed municipality which is paid by Employer	Living Out Allowance paid by LATF per Article 10.10 through 10.17, less applicable Travel Zone expenses for the projects' listed municipality which is paid by Employer	Living Out Allowance paid by LATF per Article 10.10 through 10.17, which is payable for 45 days per Article 10.13, less applicable Travel Zone expenses for the projects' listed municipality which is paid by Employer
F	**working over 250 miles from an employee's Listed Municipality**	Living Out Allowance per Articles 10.06 through 10.09 and travel expenses per Article 10.19 & 10.20, paid by Employer	Living Out Allowance per Articles 10.06 through 10.09 plus travel expenses per Article 10.19 & 10.20, paid by Employer	Living Out Allowance per Articles 10.06 through 10.09, paid by Employer	N/A
G	**Working over 250 miles of an employee's Listed Municipality, but within another listed Municipality staying away from home**	Living Out Allowance per Articles 10.6 through 10.9 plus travel expenses per Article 10.19 & 10.20, paid by Employer	Living Out Allowance per Article 10.10 through 10.17 and travel expenses per Article 10.19 & 10.20, paid by LATF, less applicable Travel Zone expenses for the projects' listed municipality which is paid by Employer	Living Out Allowance paid by LATF per Article 10.10 through 10.17, less applicable Travel Zone expenses for the project listed municipality which ispaid by Employer	Living Out Allowance per Article 10.10 through 10.17 and travel expenses per Article 10.19 & 10.20, paid by LATF, which is payable for 45 days from date of first transfer per Article 10.13, less applicable Travel Zone expenses for the projects' listed municipality which is paid by Employer

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Eligibility – Article 10.01

10.01
Living Out Allowance and Traveling Expenses shall be determined in accordance with the provisions of this Article and apply only to persons covered by this Collective Agreement as follows:

(a) Article 10 in its entirety applies to journeymen, and probationary, first, second, third and fourth year apprentices (such persons being hereinafter referred to as "Eligible Persons") reporting to the job site upon information supplied by either the employer or by the Union office after being hired by the employer.

(b) Provisional workers are not eligible for any payments arising from any clause in Article 10.

(c) Travelers from outside the Province of Ontario are not eligible to receive: Initial travel, return fare, travel allowance, or travel pay as detailed in Article 10, paragraphs 10.14; 10.19 (a), (b), or (c); and 10.19 (d).

(d) When alternative transportation to projects are provided, the expense of which is greater than the funds indicated in the relevant portions of this Collective Agreement, and the employee accepts the alternate transportation, no further remuneration is owed to the employee.

Listed Municipalities – Article 10.02

10.02 (a)
For the purposes of this Article relating to living out allowance and traveling expenses, the term "Listed Municipality" shall refer to the following:

Cornwall	London	Thunder Bay
Hamilton	Ottawa	Toronto
Kingston	Sarnia	Windsor
Kitchener	Sudbury	

10.02 (b)
Travel Zones will be determined by location on the electronic maps approved by the MIAO and Local 95. Travel rates will be determined by viewing the job site address at the closest "zoom level" available on the internet link HERE.

A job site address will be considered part of any travel zone located within or on the furthest perimeter boundary ring. PDF versions of the travel zone maps are available on reserve as a failsafe for both parties and for definition of the downtown Toronto and Ottawa zones.

Subsistence Area Employees – Article 10.03

10.03 (a)
An Eligible 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.

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10.03 (b)
Where the Eligible Employee travels beyond fifty miles he or she will be entitled to daily Living Out Allowance unless he or she returns home daily, whereby travel zone 9 will apply.

10.03 (c)
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.

Travel Zones – Articles 10.04 and 10.05

10.04 (a)
There shall be a Travel free zone within a ten (10) mile radius of the City Hall of each Listed Municipality.

10.04 (b) (i) Listed Municipality of Toronto only:

(i) There shall be a Travel Free Zone, between the boundaries of the "downtown Toronto expense zone" as detailed in Article 10, paragraph 10.04 (b) (ii) and ten (10) miles radius of the City Hall of the Listed Municipality of Toronto.

(ii) There shall be a Downtown Toronto Travel Expense Zone within the following boundaries:
Northern boundary - Bloor Street
Eastern boundary – Jarvis Street
Southern boundary – Lake Ontario
Western boundary – Spadina Avenue
The travel expense zones shall receive daily travel expenses as indicated in the Wages, Contributions and Deductions Schedules.

10.04 (b) (ii)
Travel expense zone rings from Toronto, will not apply to the area south east of a line through Grimsby and Cayuga. This area shall be considered as Travel Zone 9 or living out allowance.

10.04 (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 10.04 (c) (ii) and ten (10) miles radius of the City Hall of the Listed Municipality of Ottawa.

(ii) There shall be a Downtown Ottawa Travel Expense Zone within the following boundaries:
Northern boundary - The Ottawa River
Eastern boundary – Charlotte Street
Southern boundary – Hwy 417
Western boundary – Booth Street
The Travel Expense Zones shall receive daily travel expenses as indicated in the Wages, Contributions and Deductions Schedules.

10.04 (d)
Travel expense zone rings from Windsor will not apply to the area north of Bentpath Line, County road 2. This area shall be considered as Travel Zone 9 or living out allowance.

10.04 (e)
Monies paid under 10.04 (b) and 10.04 (c) by the Employer to the Eligible Employee are in addition to any monies received through the Living Allowance Trust Fund.

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10.05 (a)
Travel Expense Zones shall be divided into five (5) mile radius areas outside the ten (10) mile Free Travel Zone with respect to each Listed Municipality. Eligible Employees employed on job site locations (projects) in the Travel Expense Zones shall receive daily travel expenses as indicated in the Wages, Contributions and Deductions Schedules.

Travel Expense Zone 1: between ten (10) and fifteen (15) miles radius

Travel Expense Zone 2: between fifteen (15) and twenty (20) miles radius;

Travel Expense Zone 3: between twenty (20) and twenty-five (25) miles radius;

Travel Expense Zone 4: between twenty-five (25) and thirty (30) miles radius;

Travel Expense Zone 5: between thirty (30) and thirty-five (35) miles radius;

Travel Expense Zone 6: between thirty-five (35) and forty (40) miles radius;

Travel Expense Zone 7: between forty (40) and forty-five (45) miles radius;

Travel Expense Zone 8: between forty-five (45) and fifty (50) miles radius;

Travel Expense Zone 9: over fifty (50) miles radius and the Eligible Employee returns home daily.

10.05 (b)
It shall be the Eligible Employee's responsibility to arrange for his or her own transportation.

10.05 (c) (i)
When a job site is located within a Listed Municipality other than the Listed Municipality of the Eligible Employee, and the job site is also within the Listed Municipality of the Eligible Employee, and this is referred to as being within "overlapping" travel expense zones, paragraphs 10.05 (c) (ii) and 10.05 (c) (iii) shall apply.

10.05 (c) (ii)
The Eligible Employee is entitled to receive daily travel expense, according to the mileage zones detailed in Article 10, paragraph 10.05 (a); based on a calculation of the radius miles from the city hall of the Listed Municipality of the employee to the job site.

10.05 (c) (iii)
The Employer will pay the dispatched Eligible Employee the amount of daily travel expense required by the location of the job site according to Article 10, paragraph 10.05 (a). Any additional expense required due to overlapping zones by the above paragraphs will be paid by the Living Allowance Trust Fund.

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Living Out Allowance (Employer Pays) – Articles 10.06 through 10.09

10.06 (a)
Where a job site location is over fifty (50) miles radius from the City Hall of the nearest Listed Municipality, all Eligible Employees 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 Out Allowance as specified in the Wages, Contributions and Deductions Schedule.

10.06 (b)
Providing an Eligible Employee is not working on the holiday and has worked the shift immediately preceding and following a mid-week statutory holiday as listed in article 3.03(a), they shall be paid eight (8) hours LOA if the holiday occurs on a Tuesday or Wednesday. For holidays occurring on a Thursday this article shall only apply if Friday is also a regular work day.

10.06 (c)
Where Travel Expense Zone 9 applies, the Eligible Employee cannot receive living out allowance.

10.06 (d)
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 Collective Agreement.

10.07(a)
Where the Eligible Employee is employed at a job site location (project) over two hundred and fifty (250) miles from his or her Listed Municipality, the employee is entitled to five days Living Out Allowance for each full week of employment, providing the employee remains at the job site location (project) for the week-end, and providing the employee works the last regular work day before the week-end and the first regular work day after the week-end. The Eligible Employee is also entitled to four (4) hours of the Living Out Allowance for each day of the week-end and any Statutory Holiday, as specified in 3.03, directly following the week-end.

10.07 (b)
While on a jobsite over 250 miles from his or her Listed Municipality, not returning home on the weekend, and working a condensed work week the Eligible Employee is entitled to 10 hours Living Out Allowance per day worked to a maximum of 40 hours over 5 days.

10.07 (c)
When an Eligible Employee works overtime while at a jobsite over 250 miles from his or her Listed Municipality and would normally be entitled to four (4) hours LOA per article 10.07 (a) the said employee instead shall receive LOA by the number of hours worked on that day to a minimum of four (4) hours and a maximum of eight (8) hours.

10.08
Where an Eligible Employee is instructed by the Employer to report to a job site location over fifty (50) miles radius from the City Hall of the Listed Municipality nearest the residence of the Eligible Person, but within another Listed Municipality, Article 10, paragraph 10.06 (a) shall apply.

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10.09 (a)
Eligible Employees receiving Living Out Allowance must provide proper receipts to the Employer or the Living Allowance Trust Fund, whichever is paying the Living Out Allowance; provided that the employee is within commuting distance from his or her normal residence, as determined by the Trustees for the Living Allowance Trust Fund.

10.09 (b)
In order to be eligible to receive Living Out Allowance, the Eligible Employee must have a bona fide normal residence. (Daily living allowance is intended to contribute to an employees 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 an employee is ineligible to receive Living Out Allowance under this paragraph, and the Employer would have been required to pay the Living Out Allowance, the required payment will be made by the Employer to the Living Allowance Trust Fund.

Living Out Allowance (LATF pays) – Articles 10.10 through 10.18

10.10
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 Employee and neither Article 10, paragraphs 10.06 (a) nor 10.08 apply, the Eligible Employee shall receive subject to Article 10, paragraph 10.10 Living out Allowance as specified in Article 10, paragraph 10.06 (a) from the Living Allowance Trust Fund.

10.11 (a) (i)
In circumstances where Living Out Allowance is to be paid pursuant to Article 10, paragraph 10.08 and the job site location is within a Travel Expense Zone as defined in Article 10, paragraph 10.05, except for Travel Expense Zone 9, the Living Allowance Trust Fund shall pay to the Eligible Employees an amount equal to, the amount as specified in Article 10, paragraph 10.06 (b), less the applicable Travel Expenses. In such circumstances the Employer shall pay the applicable Travel Expenses to the Eligible Employees.

10.11 (a) (ii)
Payments by the Employer referred to in Article 10, paragraph 10.09 (a) (i) shall be defined as Living Out 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.

10.11 (b)
Where an Eligible Employee has been dispatched by the union office to a job site within a Listed Municipality other than the Eligible Employee's listed Municipality the employee is eligible to receive daily living out allowance from the Living Allowance Trust Fund. If the Eligible Employee choses to return home daily the Travel Expense Zone 9 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.

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

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10.12 (b)
After the 45 days the transferred employees are no longer eligible to receive LOA from the Living Allowance Trust Fund. The Employer has the choice of laying-off the employees or paying the LOA themselves.

10.13
In circumstances where Article 10, paragraphs 10.10 or 10.11 apply and an Employer has requested union members to be supplied from the union office within ten calendar days following a lay-off by the Employer of an Eligible Employee employed at a job site location (project) within a Travel Expense Zone defined in Article 10, paragraph 10.05, or the Travel Free Zone defined in Article 10, paragraph 10.04; the Employer shall pay the Living Out Allowance payable pursuant to Article 10, paragraphs 10.10 or 10.11 to a maximum of an equal number of union members 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 Out Allowance in this circumstance.

10.14
In circumstances where Article 10, paragraphs 10.10 or 10.11 could apply and an Employer has requested a Union member (s) from the union office, the Union shall first refer to the job any available Union member for whom the Listed Municipality nearest the job site is the Listed Municipality nearest their residence.

10.15
Should the Living Out Allowance provided in Article 10, paragraphs 10.06, 10.07, 10.08, 10.09, 10.10, 10.11, 10.12 and 10.13 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 Out 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 Collective Agreement.

10.16
The Employer is required to notify the Administrator for the Living Allowance Fund, of the date and reason for termination of employment, of all Eligible Employees who have made a claim for payment from the Living Allowance Fund.

10.17 (a) Living Allowance Trust Fund Eligibility for signatory Employers:

(i) The applicable Eligible Employee (s) of a signatory Employer will be paid for such expenses from this fund up to an annual limit of $40,000.00 total for all Eligible Employees.

(ii) The applicable Eligible Employee (s) of a signatory Employer may be paid such expenses from the fund to an annual limit of $80,000.00 total for all Eligible Employees, providing that the Employer has employed a local 95 member (s) and remitted to this fund for a minimum of 1800 hours in the prior 12 months, with contributing hours reported in at least 6 of the 12 months.

(iii) The applicable Eligible Employee (s) of a signatory Employer may be paid such expenses from the fund in excess of the annual limit of $80,000.00 total for all Eligible Employees, providing that the Employer has employed a local 95 member (s) and remitted to this fund for a minimum of 7200 hours in each of the prior 2 years with contributions reported in at least 6 of the prior 12 months.

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(iv) In all other circumstances the applicable Eligible Employee (s) shall be paid living allowance and traveling fares by the Employer.

(v) In the case of a joint venture arrangement, all parties within the joint venture arrangement must individually comply with each category of eligibility that the joint venture arrangement may be seeking.

NOTE: annual is this article is defined as previous 12 months.

10.17 (b)
An Eligible Employee is not entitled to Living Out Allowance if his or her normal residence is within fifty (50) miles of the job site location (project). The Eligible Employee will receive Travel Expense Zone 9.

10.17 (c)
After receiving Living Out Allowance for a period of six months, and each month thereafter, the Trustees may terminate the Eligible Employees eligibility for Living Out Allowance, if there is employment available in the Eligible Employees Listed Municipality and if there are unemployed members in that Listed Municipality where the Eligible Employee is employed. If the Eligible Employees eligibility for Living Out Allowance is terminated, and if the Eligible Employee terminates his or her employment, the Employer will be entitled to a "name-hire" to replace that employee.

10.18 (a)
Apprentices registered for apprenticeship training at the Heat and Frost Insulators Training Centre shall be eligible for the maximum Living Out Allowance as per Article 10, paragraph 10.06 (b) inclusive of any government assistance.

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

10.18 (c)
Apprentices will not qualify for any other allowances as per Article 10 while registered at the training center.

Travel Expenses – Articles 10.19 and 10.20

10.19 (a)
When board and living accommodation is provided or Living Out Allowance is paid to Eligible Employees employed on a job site location (project) which necessitates transportation and traveling time subject to Article 8, paragraph 8.04(a) 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.

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

Such routes shall be determined as the shortest route with respect to time of travel.

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

(ii) coming from the job site location (project) when the project is completed and/or when the term of employment of an employee is ended or such employee is transferred from the job site location (project).

(iii) said travel time as per Article 10.15 (b) (i) and 10.15 (b) (ii) not to exceed eight (8) hours at the Employers expense and any additional travel time to be paid by the Living Allowance Trust Fund. This Article shall apply to a maximum of two (2) men per project. Thereafter the Employer shall be fully responsible.

10.19 (c)
This Travel Allowance shall be paid by the Employer or the Living Allowance Trust Fund, whichever is providing the board and Living Out Allowance to the Eligible Employees.

10.19 (d)
When an Eligible Employee is first dispatched to a project over 250 miles from his or her Listed Municipality they shall be paid 8 hours LOA for a day that may be travelled to the job location prior to their first day of work provided they produce receipts to the Employer for accommodation the night of the said travel.

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

10.20
When board and living accommodation is provided or Living Out 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 Out Allowance to the Eligible Persons

Living Out Allowance Payment Method – Articles 10.21 through 10.24

10.21 (a)
Living Out Allowance (LOA) shall be paid out as applicable by either the Employer or the LATF as an hourly payment.

10.21 (b)
LOA shall be paid to a maximum of eight (8) hours per day and fifty-six (56) hours per week.

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10.21 (c)
When the regular hours worked on a Friday are four (4) hours, the hourly LOA payment shall be two (2) hours paid for each hour worked to a maximum of 8 hours paid for four (4) hours work.

10.22
For work in a 3rd shift as per article 3.05 whereas the shift premium is defined as six (6) hours work for eight (8) hours pay, the hourly LOA paid shall be 1.33 hours for each hour worked to a maximum of eight (8) hours LOA per shift.

10.23
An Eligible Employee shall be entitled to eight (8) hours LOA paid for any day they report for work at the jobsite but work is not available or is stopped due to inclement weather. If the employee choses to leave site prior to being released by the Employer, they shall only be entitled to LOA for the hours that they were on site.

10.24
The hourly LOA payment shall be as detailed in the Wages, Contributions and Deductions Schedules.

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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.

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ARTICLE 12

SUPPLY OF LABOUR BY UNION

12.00
There will be a "Moment of Silence" observed at 11:00 AM on Remembrance Day, whereby all employees will stop work for one minute's silence, at the individuals work station, to honour all those who gave their life while protecting our country.

12.01
The Union agrees to give preference to and to provide qualified Union employees to the employers bound by this Collective 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 Collective 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 may not supply labour to employers that have non-Union workers (including employers and/or partners, etc.) performing work as defined in Article 1, paragraph 1.02. The exception to this shall be as defined in Article 2, Section 2.04 (provisional worker).

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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.

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ARTICLE 14

ADDITIONAL MEMBERS OF THE ASSOCIATION

14.01
The Association will admit to membership any insulation contractor who agrees to be bound by the Bylaws and Constitution of the Association and this Collective Agreement, together with any amendments or renewals thereof.

14.02
The Union will recognize the Association, members of the Association, any new employers becoming members of the Association subsequent to the date hereof, employer signatories to a collective agreement which acknowledges that the said employer is bound by this Collective Agreement and incorporates by reference the terms and conditions of this Collective Agreement, and all employers who perform work covered by this Collective Agreement for whom the Union has or obtains bargaining rights at or from the date hereof as employers bound to the Collective Agreement in accordance with Article 1 hereof.

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

14.03 (b) (i)
The Union will notify the Association in writing within seven (7) days upon the signing of any new employers to this Collective Agreement.

14.03 (b) (ii)
The Association will notify the Union in writing within seven days upon the acceptance of any new member to the Association.

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

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

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ARTICLE 15

BENEFIT FUND AGREEMENT

15.01 (a) (i)
The Insulators 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 the joint trustees representing the Association and the Union.

15.01 (a) (ii)
With effect from the date of this Collective Agreement, all employers of members of the Union shall pay to the Insulators Local 95 Benefit Fund the amounts as set out in the Wage and Benefits Schedules per hour for every hour worked be eligible employees of the employers and who are classified as first year apprentice after having completed the eight hundred (800) hour probationary period, second, third or fourth year apprentices or journeymen by the Union. The Union agrees that each employer who is bound by this Collective Agreement shall be required to make this payment.

15.01 (b) (i)
That portion identified in the Wage and Benefits Schedules as "Paid by Employer" is the contribution of all employers that is paid to the Insulators Local 95 Benefit Fund under Article 15.01 shall be used for the purpose of providing health, welfare and pension benefits to eligible employees and their families in such form and in such amounts as the trustees of the Benefit Fund may determine.

15.01 (b) (ii)
The Union and the Association agree that funding for the De Nova Treatment Centre, negotiated as a two cent (.02) contribution from the employer and a two cent (.02) deduction from the employee for a total of four cents (.04) has, for ease of accounting, been included in that amount shown as "welfare". The Insulators Local 95 Benefit Fund shall pay this amount received to the De Nova Treatment Centre Committee.

15.01 (c) (i)
That portion identified in the Wage and Benefits Schedules as "Union Dues" of the contribution of all employers that is paid to the Insulators Local 95 Benefit Fund under Article 15, paragraph 15.01 shall be the amount all employers agree to deduct as Insulators Local 95 Union Dues. The Insulators Local 95 Benefit Fund shall pay the amount received to the Union.

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

15.01 (d) (i)
That portion identified in the Wage and Benefits Schedules as "MIAF" of the contributions of all employers that is paid to the Insulators Local 95 Benefit Fund under Article 15, paragraph 15.01 shall be the amount all employers shall pay to the Master Insulators' Association Fund. The Insulators Local 95 Benefit Fund shall pay the amount due to the Master Insulators' Association Fund within seven (7) days.

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

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15.01 (e)
That portion identified in the Wage and Benefits Schedules as JAC of the contributions that are paid to the Insulators Local 95 Benefit Fund under Article 15, paragraph 15.01, the total being made up of both an employer identified contribution and an employee identified deduction, shall be the amount all employers shall remit to the Joint Apprenticeship Committee. The Asbestos Workers Local 95 Benefit Fund shall pay this amount received to the Joint Apprenticeship Committee.

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

15.01 (g) (i)
In the event that a plan of health insurance and/or pension on a national or provincial basis comes into effect or so long as any existing plan remains in effect and it becomes compulsory or remains compulsory for employers signatory to this Collective 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 Article 15, paragraph 15.01 (b) of this Collective 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, paragraph 15.01 (g) of this Collective Agreement shall not apply in respect of contributions that employers are required to make to the Canada Pension Plan.

15.02
All employers shall report the hours worked for each eligible employee on the forms supplied. These hours multiplied by the amount specified in Article 15, paragraph 15.01 shall be the amount of the cheque made payable to "Insulators Local 95 Benefit Fund". The hours and the cheque shall be submitted to the Administrator of the Fund (Benefit Plan Administrators Limited successors) on or before the 15th day of the month following the month in which such hours are worked as set forth in the Commercial Contract in Appendix "A". If no hours have been worked, than a "Nil Report" is required.

15.03 (a)
When an employer is in arrears in his or her payments and/or reports under the terms of Article 15, paragraphs 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 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 have been received.
The action by the Union of withdrawing labour under these conditions shall not be deemed to be a violation of any Article in this Collective 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 Article. Deficient payments will be allotted to Article 15, paragraph 15.01 (c) in full, paragraph 15.01 (d) in full, paragraph 15.01 (e) in full and the balance and arrears to paragraph 15.01 (b).

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

(1) The trustees may require a delinquent employer to pay for the costs, legal or otherwise, of collecting the amount owing.

(2) Notwithstanding (1) above, there will be a surcharge of **fifty dollars ($50.00) or ten percent (10%)** of the amount owing, whichever is the greater, for all payments not received by the Administrator of the Funds, (Benefit Plan Administrators Limited or successors) by the 22nd day of the month in which the payment is due. This surcharge applies only to any and all arrears of the monthly remittances, and applies only once to the remittance for each month.

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

15.03 (c)
In accordance with Article 15.03 (a), the Insulators Local 95 Benefit Fund, Insulators Local 95 Living Allowance Trust Fund and Insulators Local 95 Pension Trust Fund Trustees (herein referred to as "the Trustees") may appoint an independent chartered accountant (herein referred to as "an auditor") to enter upon the Employer's premises, where the payroll records of the Employer are kept, during regular business hours, to perform an audit in relation to compliance with the Benefit Fund Agreement (Article 15) and the Living Allowance Trust Fund (Article 16) provisions within the Provincial Collective Agreement and particularly, without limitation, the Employer's contributions and/or deductions in relation to the various plans and/or funds referred to therein. Subject to the other express conditions in Article 6, and particularly Article 6.04, the period of the audit shall not exceed thirty-six (36) months before the date the audit takes place. The Employer shall make their payroll and other relevant business records available to the accountant within 15 days notice of the appointment of an auditor.

15.03 (c) (i)
Where the Trustees appoint an auditor:

(a) Subject to subparagraph (b), below, the cost of the audit shall be paid by the appropriate funds or plans (as designated by the Trustees); but
(b) The cost of the audit shall be paid by the Employer if the Employer is found to be in violation of the Collective Agreement;
(c) In addition to payment of the cost of the audit and the unpaid remittances and/or deductions disclosed by the audit, the Trustees shall also assess special damages that shall be paid by the Employer of 50% of the unpaid remittances and/or deductions, to a maximum amount of $30,000.00

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15.03 (c) (ii)
In the event the audit reveals that the Employer is in violation of the Collective Agreement as referred to in paragraph 2, above:

(a) The Employer shall be deemed to be "delinquent" for the purpose of Article 15 and/or Article 16 in the Collective Agreement and particularly Article 15.03 (b) and Article 16.05 (b) and written notice to this effect shall be given by the auditor or the Trustees to the Trustees or the Union and the MIAO (as the case may be); and

(b) The Employer shall, within five (5) days of receipt of written notice from the Trustees, pay the cost of the audit, all outstanding contributions plus the special damages referred to in paragraph 2, above, and remit or submit the completed supporting contribution report forms as required by the funds, or plan; and

(c) In the event that it is necessary for the Trustees to deliver and refer a grievance pursuant to the Collective Agreement in order to secure or obtain payment of some or all of the payments referred to in paragraph 2, the conditions in Article 15.03 (b) and/or 16.05 (b) shall apply, in addition to the payments set forth herein in paragraph 2.

15.03 (c) (iii)
Where the Trustees deem an Employer to be repeatedly delinquent in paying the remittances and/or submitting the forms required by Article 15.02 and Article 16.03, the said Employer shall post and maintain a bond, certified cheque or letter of credit in an amount to be determined by the Trustees and not to exceed the sum of fifty thousand dollars ($50,000.00) for each trust fund and/or plan to which the Employer is required to make contributions, deductions or payment, such sums to be held in trust by the Trustees for a period to be determined by the Trustees.

15.04 (a)
The Fund shall be administered by an equal number of representatives of the Association and the Union in agreement with any laws governing this type of plan in the Province of Ontario. The Trust Indenture, together with any amendments thereto, shall be considered as part of this Collective 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 Union and the Association of hereby agree to accept as representatives to the Board of Trustees, the Trustees designated by each other.

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

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

(1) Appendix "A" to the *Asbestos Workers Local Benefit Fund* Agreement.

(2) Appendix "A" to the *Asbestos Workers Local 95 Pension Fund* Agreement.

(3) Appendix "A" to the *Asbestos Workers Local 95 Living Allowance Fund Trust* Agreement..

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

(1) that no part of such Fund will be paid to any labour organization or employee, except in the form of agreed benefits as approved by the Trustees;

(2) that no part of such contributions may revert to the employers;

(3) that in the event that the Insulators Local 95 Benefit Fund is discontinued for any reason whatsoever, it is agreed that the hourly contributions as defined in Article 15, paragraph 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 Collective Agreement and Appendix, his or her benefits can be canceled thirty (30) days after leaving the employment of a signatory to this Collective Agreement and Appendix, subject to compliance with Government regulations. Participation in the Welfare Plan by employers is one of the benefits of membership in the Association, therefore, it is agreed that the benefits of the Welfare Plan shall be made available only to those employers of the firms defined in Article 15, paragraph 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 Collective 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 Section 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.

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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)
That portion identified in the Wage and Benefits Schedules as "Assessments" is payable to the Union for all first year probationary apprentices, first year apprentices and provisional workers, as determined in Article 2, paragraph 2.04 of this Collective Agreement, shall be handled in the same manner spelled out in Article 15, paragraph 15.02 of this Collective 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 Article 15, paragraph 15.01 (c).

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ARTICLE 16

LIVING ALLOWANCE TRUST FUND

16.01
The Insulators 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 the amounts as set out in the Wages and Benefits Schedules for each hour worked by the following employees: journeymen, probationary apprentices, first year apprentices, second year apprentices, third year apprentices and fourth year apprentices. The remittance will be made up as follows:

16.02 (b) (i)
At any month end, when the net assets exceed the net liabilities of the Living Allowance Trust Fund by more than **$5,000,000** the Board of Trustees shall decrease the contribution by $0.25 per hour from both the employees and the employer for a total decrease of $0.50 per hour to the fund. For any change in funding rate the Trustees shall provide the required 60 days' notice to the MIAO and Local 95 offices.

16.02 (b) (ii)
At any month end, when the net assets exceed the net liabilities of the Living Allowance Trust Fund by less than **$1,000,000** the Board of Trustees shall increase the contribution by $0.25 per hour from both the employees and the employer for a total increase of $0.50 per hour to the fund. For any change in funding rate the Trustees shall provide the required 60 days' notice to the MIAO and Local 95 offices.

16.02 (b) (iii)
The Trustees shall monitor the fund on a regular basis and should the fund remain above the high limit set in article 10.06 (b) (i) or below the limits set in article 10.06 (b) (ii) they shall at their discretion make further increases or decreases to the contribution rate for both employees and employers.

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 Article 16, paragraph 16.02 shall be the amount of the cheque made payable to "Insulators 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 out allowance in accordance with Article 10, paragraphs 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 out allowance.

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16.05 (a)
Where an employer is in arrears with the payments and/or reports and/or notification of employees to receive living out 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 out 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 may 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 out 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 Article of this Collective 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 Article.

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

(1) The trustees may require a delinquent employer to pay for the costs, legal or otherwise, of collecting the amount owing.

(2) Notwithstanding (1) above, there will be a surcharge of **fifty dollars ($50.00) or ten percent (10%)** of the amount owing, whichever is the greater, for all payments not received by the Administrator of the Funds, (Benefit Plan Administrators Limited or successors) by the 22nd day of the month in which the payment is due. This surcharge applies only to any and all arrears of the monthly remittances, and applies only once to the remittance for each month.

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

16.06
Subject to the provisions of Article 16, paragraphs 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 OUT ALLOWANCE AND TRAVEL EXPENSES throughout shall be to make payment of the said sum as detailed in Article 16, paragraph 16.02, for all hours worked by employees, save and except living out allowance improperly paid by the Living Allowance Trust Fund, where such payments are properly the expense of the employer under this Collective Agreement. In such cases the employer shall be liable for the reimbursement of such living out 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 Insulators 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.

T.P.

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 thereinafter 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 journeymen in charge of each job, and said order(s) shall supersede any other(s) and/or specifications issued by others.

T.P.

ARTICLE 18

INDUSTRY SKILLS 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 as specified in Article 15, 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.

T.P.

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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 Association 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, Journeyman, Apprentice, Provisional Worker, Asbestos Remover

19.04 METHOD OF COMPARISON

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

19.05 FUTURE AMENDMENT

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

19.06 SUMMATION

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

T.P.

ARTICLE 20

JOINT HEALTH & SAFETY TRAINING PROGRAM

20.01 - Intent
In an effort to provide the safest insulation services in the construction industry and to further improve our competitive standing, Local 95 and the Master Insulators Association of Ontario (MIAO) agree that:

(a) Our clients require a job ready workforce with documented proof of training.
(b) Standardized safety training is in the best interests of all parties
(c) The most effective way to achieve this is via an industry safety training program fully supported by the two partners.

20.02 - Overview

20.02(a)
The MIAO shall fund and administer ongoing safety training as outlined below, to maintain levels consistent with Ministry of Labour, owner and employer requirements outlined in a mutually approved course list.

20.02(b)
Local 95 members shall be reimbursed at the agreed upon training rates for all courses as identified in the approved course list.

20.02(c)
The safety training requirements to be eligible for employment are mandatory Ontario Ministry of Labour training, currently consisting of Working at Heights, WHMIS 2015 and Worker's Health and Safety Awareness. In addition, members working in the Sarnia area require the courses listed above and IEC training.

20.02(d)
Current mandatory training is required to be eligible for employment.

20.03 – Course List
Appendix 4, dated April 2nd, 2019, is the current course list. At the request of either partner, the MIAO Labour Advisory Committee and Local 95 agree to meet and review the approved course list to include additional training opportunities.

20.04 – Training Rates

20.04(a)
Training rates shall be as identified in wage schedules as "training rate".

20.04(b)
No additional industry premiums, contributions or deductions are applicable.

20.04(c)
Courses shall be scheduled as available during regular, after hours and weekends.

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20.05 - Local 95 Administration Responsibilities

20.05(a)
Local 95 shall provide and maintain access to a virtual portal (the Employer / Member Portals) that will act as an electronic training library. Access shall be granted to the MIAO administrator and Employers for the purpose of uploading and sharing safety documentation.

20.05(b)
Employed members who fail to maintain mandatory training shall have their referral slip suspended until such training is completed.

20.05(c)
Unemployed members who fail to maintain mandatory training shall not be eligible for dispatch.

20.05(d)
Local 95 shall transfer a copy of all training records from JAC courses to the MIAO safety training administrator to be uploaded.

20.05(e)
Local 95 agrees to support Employers who deduct course costs for which a member has agreed to attend and does not. This will require supporting documentation.

20.05(f)
Provide assistance as requested to the MIAO safety training administrator.

20.06 - Unemployed Local 95 member Responsibilities

20.06(a)
Ensure WHIMIS 2015, Workers Health and Safety Awareness and Working at Heights Training are current. Members working in the Sarnia area shall also include IEC BSO-BSOPF or IEC BSO-BSORT training.

20.06(b)
Send copies of training records to MIAO safety training administrator to be uploaded into Employer Portal.

20.06(c)
Ensure training records are present on the Local 95 member Portal.

20.06(d)
When required, schedule training with the MIAO safety training administrator for updates and/or reimbursement.

20.06(e)
Attend training and forward confirmation of attendance to MIAO safety training administrator.

20.06(f)
Maintain a personal record of training documents.

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20.06(g)
Provide assistance as requested to the MIAO safety training administrator.

20.07 - Employed Local 95 member Responsibilities

20.07(a)
Ensure WHIMIS 2015, Workers Health and Safety Awareness and Working at Heights Training are current. Members working in the Sarnia area shall also include IEC BSO-BSOPF or IEC BSO-BSORT training.

20.07(b)
Ensure training records are present on the Local 95 member Portal.

20.07(c)
Attend training and forward confirmation of training to the Employer.

20.07(d)
Maintain a personal record of training documents.

20.07(e)
Provide assistance as requested to the MIAO safety training administrator.

20.08 – Employer Responsibilities

20.08(a)
Schedule the required training for Local 95 members under their employ with approved trainers.

20.08(b)
Maintain mandatory training of current employees while under their employ.

20.08(c)
Pay for training courses.

20.08(d)
Employees shall be reimbursed at the applicable training rates in the pay period following their training date provided proof of training has been received.

20.08(e)
Collect training records from the employee.

20.08(f)
Send copies of training records to MIAO safety training administrator for reimbursement of wages as per the approved course list and MIAO training course cost schedule.

20.08(g)
Assist MIAO safety training administrator as required.

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20.09 - MIAO Safety Training Administrator Responsibilities

20.09(a)
Assist unemployed Local 95members with local course registration.

20.09(b)
Provide Employers and Local 95 members with a list of pre-approved trainers for training on the "Course List".

20.09(c)
Collect and verify training records from employers.

20.09(d)
Reimburse training costs of unemployed Local 95 members.

20.09(e)
Reimburse training costs of Employers.

20.09(f)
Upload and maintain Local 95 Employer Portal training records for employed and unemployed members.

20.09(g)
Unemployed Local 95 members shall be reimbursed by the MIAO safety training administrator at the applicable training rates in the pay period following their training date provided proof of training has been received and approved by that same administrator.

20.10 - Funding

20.10(a)
Employers shall contribute ten cents ($0.10) per hour worked for journeyman and apprentices and twenty cents ($0.20) per hour worked for Allied workers.

20.10(b)
The MIAO reserves the rights to revise funding upon 60 days' notice.

20.11 – Reimbursement of MIAO Employers

20.11(a)
Employers shall be reimbursed by the MIAO safety training administrator at the applicable reimbursement rates provided proof of training has been received and approved by the administrator.

20.11(b)
Employers who fail to maintain the training of Local 95 members under their employ shall be subject to back charges that will be ineligible for reimbursement.

20.11(c)
Employers who fail to pay the back charge invoices relating to this article within 30 days shall have their MIAO voting privileges, access to LATF and access to the Stabilization program suspended by the MIAO Board of Directors, until such time as the account is settled.

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ARTICLE 21

ASBESTOS REMOVAL

21.01
The terms and conditions of this Collective Agreement apply to all journeymen 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, except as detailed in Article 21.09 (b).

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 (a)
This Article applies to all asbestos removal work, subject to Article 21, paragraph 21.03 (b).

21.03 (b)
Assignment of non-mechanical systems asbestos removal may be made in accordance with the practice of the employer assigning the work and shall be subject to any applicable work assignment decisions of The Ontario Labour Relations Board or other adjudication procedure agreed to between the Association and the Union.

21.04 (a)
This Article has been agreed to by the Association and the Union to make contractors competitive in the asbestos removal market.

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

21.05
All employees covered by this Article, who are not members of the Union, shall apply for membership in the Union within seven (7) days after their employment commences. Time worked by asbestos removers shall not be counted as Union apprenticeship.

21.06
The employer will deduct **twenty-five dollars ($25.00)** from the second pay of the Asbestos Remover and remit it to the Union office promptly. The Union will process the Asbestos Remover for membership as expeditiously as possible upon receipt of the **twenty-five dollars ($25.00)** initiation fee.

21.07 (a)
Journeymen who are employed on asbestos removal jobs will be hired according to the existing hiring procedures in Article 2.

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

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

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

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

21.07 (d)
The Union shall issue a work permit promptly.

21.08
The Union office must be notified in writing of all asbestos removal work that is performed under this Article. The employer will provide the job site location, the approximate starting date of the work, the approximate hiring requirements and the planned work schedules.

21.09 (a)
Asbestos Removers shall receive wage rates as detailed in Wages and Benefits Schedules. Asbestos Removers reclassification shall be published by the first day of January, April, July and October in any year, after successfully completing the minimum hour requirements and approval by the Joint Apprenticeship Committee. The minimum total hours are probationary to level 1, six hundred (600) hours, level 1 to level 2, twelve hundred (1,200) hours and level 2 to level 3, twenty-four hundred (2,400) hours.
The revised classification shall take effect starting with the first full pay period after publication.

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

21.09 (b) (ii)
Asbestos removers are eligible for daily travel expenses as outlined in Article 10.04(a)

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 Article 21, paragraph 21.09 (b).

21.11
Asbestos Removers will be paid overtime wages at the rate of time and a half (1-1/2) for hours worked after forty (40) hours on a weekly basis. However, any hours worked in excess of ten (10) hours in a single day shall also be paid as overtime.

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21.12
Journeymen will be paid overtime at the rate of time and a half (1-1/2) for overtime hours worked. When work is performed outside the journeymen's regular work hours, the journeyman 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)
Journeymen who are employed on asbestos removal jobs will receive a wage rate of ninety percent (90%) of the construction wage rate; ten percent (6% vacation pay and 4% statutory holiday pay); and all benefits provided by the Construction Agreement. They are also eligible for daily living out allowance and daily travel expense as provided by the Construction Agreement.

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

21.16
Union dues and Master Insulators Association Fund payments as specified in the Construction Agreement will apply.

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ARTICLE 22

UNIONIZED INSULATION INDUSTRY DEVELOPMENT AND PROMOTION FUND

22.01
The Unionized Insulation Industry Development and Promotion Fund (hereinafter in this Article, The Fund) will be funded equally by the Association and the Union.

22.02
When agreed to, funding will be provided by the Association, to ensure the operation of The Fund. The Union will match all contributions made by the Association.

22.03
The Fund will be operated and administered by a board of six trustees composed of an equal number of Association and Union trustees.

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ARTICLE 23

DURATION AND RENEWAL OF AGREEMENT

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

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

23.01 (c)
This Collective Agreement shall become effective on the 29th day of May 2019 and shall remain in full force and effect until the 30th day of April 2022 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 Collective Agreement within a period of 90 days before April 30th, 2022 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 Collective Agreement has been executed by the duly authorized officers of the Association, and of the Union, on the 29th day of May 2019.

The Master Insulators' Association Of Ontario Inc.

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

Signed by: Tim Pullyblank

Signed by: Gord Cochrane

Signed by: Robert McGowan Jr.

Signed by: Dave Gardner

APPENDIX 1

SIGNATORY MIA CONTRACTORS

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

- AND -

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS
And
THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL 95

EFFECTIVE: May 29th, 2019 TO APRIL 30th, 2022

Revision 0

APPENDIX 1 - List of Signatory MIAO Contractors

Abbot Environmental Ltd.
Accurate Insulation Ltd.
ACE Insulation Inc.
Acuren Group Inc.
AD Mechanical Insulation
Aecon Industrial Western
All Temperature Thermal Insulations
Alpine Insulation Ltd.
Aluma Systems Inc.
Apex Insulation Inc.
Arrow Insulation Services Inc.
B & D Insulation Inc.
B.L. Thermal Insulation Ontario Inc.
Brampton Contracting
Brunco Insulations Ltd.
C & S Insulation Inc.
Caledon Insulation
Clemco Insulation Ltd.
Concord Mechanical
Continental Insulation
Coverflex Manufacturing Inc.
Crossby Dewar Inc.
Custom Insulation Systems
Custom Insulation Systems Ltd.
D & F Insulation Ltd.
DD Contracting Mechanical Insulation
Drivers Industrial Installations
Dundas Valley Insulation Ltd.
EMC Power Canada
EnerSystem Insulation Ltd.
Enviro-Core Inc.
Environmentall Contracting Services Inc.
Envirosafe Inc.
Felix Patry Insulation Ltd.
Fibron Insulations Inc.
Four Jewel Insulation Ltd.
Furcon Environmental Inc.
Furoy's Insulation
G & L Insulation Co. Ltd.
G & R Mechanical Insulation
G. West Contracting
Grayhill Insulation (*Jake Hill son*)
Great Lakes Insulation
Guaranteed Insulation '77 Limited
H & M Contractors Inc.
High Point Environmental Inc.
ICON Insulation Inc.
Inscan Contractors Inc.
Inscan-Interprovincial Joint Venture
Insulcana Contracting Ltd.
Insulcana Contracting Ltd.
Insulcon Insulation Inc.
Insulstop
Insultek (Sarnia) Inc.
Interprovincial Insulation Inc.

Isolation D.G. (1992) Inc.
Isolation Thermique
Isolation Thermique NGV Plus
Jacobs Industrial
JSK Insulation Ltd.
Keating Insulation Inc.
Kel-Gor Limited
KEM Khider Electromechanical
Lakehead Insulation Inc.
Lamsar Inc.
Lewis Insulations 2010 Limited
McGowan Insulations Ltd.
Metro Insulation Inc. (*formerly Concord Mech Insul*)
Mico Insulation Ltd.
Misco Insulation Co. Ltd.
M-X Insulation Ltd.
Nexlevel Contruction Solutions Inc
North Shore (Sault) Insulations Ltd.
Northumberland Insulation Services Ltd.
Oblender Insulations Inc.
Ontario Insulation Oshawa Limited
Ottawa Mechanical Insul
Panels & Pipes Inc.
Platinum Insulation Inc.
Precision Insulation
Pro Insul Limited
RAIL (Recovery Abatement Insulation Ltd.)
Regional Insulation Services Inc
Rempel Diversified Service Inc.
Resource Environmental Associates Ltd.
RND Mechanical Insulation
Safway Services Canada, ULC
Scotco Insulation Services Inc.
Sherritt Insulation
Sky Mechanical Insulation
St. Lawrence Insulation Co. Ltd.
Streamline Insulation Inc.
Summit Insulation Inc.
Superior Insulation Services Inc.
Thermacoat Insulation Inc.
Thermax Enviromental
Thermec Insulation Services Ltd.
Thermotek Insulations Inc.
Thousand Islands Mechanical Ltd.
Thunder Bay Insulations Limited
Tornado Insulation Ltd.
Toronto District School Board
Toronto Insulation Systems Ltd.
Total Access Solutions Conglomerate (TASC)
True North Insulation Ltd.
Urban Mechanical
Vanos Insulations Ltd.
Vollmer Inc.
Vortex Insulation
White and Greer Company Ltd.

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APPENDIX 2

CURRENT LETTER'S OF UNDERSTANDING

BETWEEN

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

- AND -

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS
And
THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL 95

EFFECTIVE: May 29th, 2019 TO APRIL 30th, 2022

Revision 1

Appendix 2 – Letters of Understanding

The following is a list of active Letters of Understanding between the MIA and the Union as of July 28th, 2019. A copy of a current LOU record of status and each active LOU is attached.

LOU# 103 – Bill 69
LOU# 109 – Out-of-province courtesy procedures
LOU# 110r1 – Stabilization
LOU# 113r1 – Article 6.05 expanded procedures
LOU# 122r1 – Hiring of Retired Workers
LOU# 124 – Specific Industry remedies
LOU#129 – Mesothelioma Research Funding
LOU#137 – Apprenticeship dues to C of T (Sept 12th, 2018)
LOU#140 – Maintenance Agreement, flexible break agreement
LOU#141 – Enhanced Apprentice Employment Opportunities
LOU#142 – Apprentice wage ratios

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LETTER OF UNDERSTANDING #103

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

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

This Letter of Understanding has subsequently been renewed by current authorized officers of the Association and of the Union, on the 15th day of September, 2004, on the 12th day of June, 2010, on the 9th of May, 2013, on the 20th of January, 2016 and on the 27th day of February, 2019.

The Master Insulators' Association Of Ontario Inc.

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

Signed by: Tim Pullyblank

Signed by: Gord Cochrane

Signed by: Robert McGowan Jr.

Signed by: Dave Gardner

LETTER OF UNDERSTANDING #109

When a layoff occurs on a project the employer agrees that out-of-province travelers are to be laid off before Local 95 members, notwithstanding any courtesy agreements allowing an out-of-province foreman inclusion.

This Letter of Understanding has subsequently been renewed by current authorized officers of the Association and of the Union, on the 12th day of June, 2007, on the 6th of May, 2010, on the 9th May, 2013, on the 20th of January, 2016 and on the 27th day of February 2019.

The Master Insulators' Association Of Ontario Inc.

Signed by: Tim Pullyblank

Signed by: Robert McGowan Jr.

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

Signed by: Gord Cochrane

Signed by: Dave Gardner

LETTER OF UNDERSTANDING #110r1

Stabilization Program

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

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

1) Site specific changes to the collective agreement concerning wage rates, living allowance & travel, apprentice ratios, overtime rates, hours of work, or any other changes that Local 95 may be willing to provide.

2) Subsidization from the Market Recovery Fund.

3) Subsidization from the Living Allowance Fund.

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

1) All Employers with at least 5,000 man hours in the preceding calendar year will be eligible for any method or any combination of methods of cost reductions that Local 95 may be willing to provide.

2) All Employers with less than 5,000 man hours in the preceding calendar year, will also be eligible for any method or any combination of methods of cost reductions that Local 95 may be willing to provide, providing that they hire a minimum of one mechanic to work on the subsidized project for the duration of the job.

3) All Employers with less than 5,000 man hours in the preceding calendar year and who do not hire a minimum of one mechanic to work on the subsidized project, for the duration of the job will be eligible for certain methods of cost reductions, that Local 95 may be willing to provide.

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Limitations:

1) Stabilization from the Living Allowance Fund shall only apply where room and board and/or travel expense eligibility exists. Stabilization from this fund will be made directly to the employee on application.

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

3) Employers applying for Stabilization must be current in payments for pension and benefits on date of project closing and on date of payment application.

Procedures:

1) An Employer who has valid reason to believe they are competing against a non-union company may apply for competitive assistance from the Stabilization Program by submitting, by facsimile or email, a completed Schedule "A" to Local 95. A copy shall also be sent, with hours blanked out, by facsimile or email to the MIA office.

2) It is agreed by all parties that post tender stabilization shall not occur under any circumstances.

3) i) The completed Schedule "A" should be received by Local 95 and the MIA office no later than 72 hours prior to the tender closing time of record to be considered.

   ii) If due to circumstances beyond the Employers control, there is a request for Stabilization received less than 72 hours before closing then Local 95 may still opt to review the project for Stabilization.

   iii) Under no circumstances will Stabilization be considered less than 24 hours prior to the tender closing of record.

4) Local 95 shall provide details of the Stabilization by facsimile or email to the MIA office no less than 24 hours prior to the tender closing of record, numbered for reference, on a Schedule "E". Schedule E's and or stabilization details that are sent directly to Employers from the Union shall not be valid without expressed permission from the MIA office or MIA President.

5) A copy of Schedule "E" indicating the details of the Stabilization will be circulated by facsimile or email, a minimum of 24 hours before the closing time to all Employers who provided a completed Schedule "A" or have requested a Schedule "E" prior to tender closing.

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Procedures Continued:

6) When an Employer is successful in procuring a Stabilized project they shall complete the Employer portion of a Schedule "F" and along with a copy of a Purchase Order or Subcontract with monetary referenced blanked out, they shall send both documents by facsimile, email or courier to the MIA office.

7) The MIA shall then check that the Schedule "F" conforms to procedures as set out in this document. The MIA Manager or other designated MIA employee shall sign and forward to Local 95 along with the Purchase Order copy.

8) Local 95 shall, upon agreeing to its validity, sign and send a copy of the completed Schedule "F" to the Employer, and the Benefit Plan Administrators whenever "LATF" is used as stabilization assistance. Invoices for subsidy fund portions of Stabilization shall be remitted to Local 95.

9) Stabilization assistance may be revoked at any time if it has been found that the Employer has knowingly provided false information on their Schedule "A".

10) MIA members agree to share bid award information on projects receiving stabilization with Local 95 when they become available.

11) Local 95 shall provide records to the MIAO to verify the terms, conditions and payments were made in accordance with those listed in Schedule "E".

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Disclaimer:

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

2) It is incumbent on all Employers to determine prior to closing the availability of stabilization for a project. If the Employer does not contact the MIA for confirmation and terms of subsidy available, they shall have no recourse to either the MIA, Union or stabilization fund.

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

This Letter of Understanding has subsequently been renewed by current authorized officers of the Association and of the Union, on the 12th of June, 2007, on the 6th of May 2010 and revised and renewed on the 9th day of May, 2013, renewed on the 20th of January 2016 and on the 27th day of February 2019.

The Master Insulators' Association Of Ontario Inc.

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

Signed by: Tim Pullyblank

Signed by: Gord Cochrane

Signed by: Robert McGowan Jr.

Signed by: Dave Gardner

LETTER of UNDERSTANDING #113r1

Article 6.05 PROCEDURES

1) It is not the intent of this document to interfere with the right of Local 95 to file a grievance or negotiate a settlement in satisfaction of an infraction of the Collective Agreement. It is solely the intent of this document that Article 6.05 is implemented in a fair and proper fashion. All Employers have the right to request a Veto Committee review of the inclusion of 6.05 in their grievance.

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

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

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

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

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

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

T.P.

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6) The MIA agrees to consider any and all veto of the 6.05 portion of a grievance it deems to review, based solely on it's intent of application, and shall not distinguish validity in any way based on extent or scale of the infraction nor by whom the subjects are. The status, record, or reputation of any or all subject employers shall not consider in the veto review process.

7) Where the MIA exercises it's right to veto and instructs the Union of it's intent to veto the Article, the Union shall not seek penalty as Article 6.05, and shall advise any adjudicator(s), mediators, or persons of decisive authority "that it does not pursue nor deem the Article to apply". The Union may proceed to pursue a grievance or settlement seeking alleged damages other than imposition of Article 6.05.

8) The Union agrees to provide the MIA its evidence for all and any grievances or settlement attempts for any infraction of any Article within the Collective Agreement, and to allow 20 working days from the MIA's receipt of such evidence for the MIA to complete its review prior to filing a grievance or prior to seeking or negotiating a settlement in regard to the alleged infraction. Where Article 6.05 is attached to a grievance any settlement shall include the full assessment of 6.05. The MIA agrees to extend the grievance period under Article 6.04 equal to the number of days required to complete the review.

9) The MIA shall make every attempt not to name nor provide information that may disclose the identity of a subject employer nor the identity of the review committee during any review procedure. The Union shall provide its information and without naming the subjects, the project, or its witnesses. The Union agrees however, to provide the MIA manager by means of verbal discussion, the name of the subject Employer, the name and location of the project; for the managers purpose of correctly relating the evidence and information to the correct subject and case, as well as for the purposes of correct implementation of MIA procedures for appropriate selection of the review committee.

10) Both parties agree that the sole intent of Article 6.05 is to provide by means of it's enforcement, a more severe and successful deterrent than mere awarded damages to the penalty of any practice by any signatory employers to use non-union persons to perform work with the competitive advantage in any form or scale that is contrary to the work the Collective Agreement describes and is intended to include.

11) All fines collected by enforcement of Article 6.05 will be placed in a trust fund and administered as per Article 6 of the Collective Agreement. Money in the trust fund shall be used to assist in covering the costs incurred relating to Article 6.05.

a) The Union shall provide to the MIA, proof of all collected monies imposed by Article 6.05 and an accounting statement of all monies due and unpaid. All collected funds shall be deposited in a Union / MIA joint bank account controlled by the Trustees.

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b) When all monies are collected from each imposition, or when the subject employer has ceased operations, those funds plus any earned interest shall be paid to the Union to assist in the cost of enforcing this article.

c) The first monies collected on any judgment / settlement involving Article 6.05 up to the penalties as set out in the collective agreement, shall be deemed to be the Article 6.05 fine and shall be deposited into the trust fund.

In Witness Whereof: this Letter of Understanding has been executed by the duly authorized officers of the Association and of the Union on the 10th day of April, 2007.

This Letter of Understanding has subsequently been renewed by current authorized officers of the Association and of the Union, on the 12th of June, 2007, on the 6th of May, 2010, revised and renewed on the 25th of April, 2013, renewed on the 20th of January, 2016 and on the 27th day of February 2019.

The Master Insulators' Association Of Ontario Inc.

Signed by: Tim Pullyblank

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

Signed by: Gord Cochrane

Signed by: Robert McGowan Jr.

Signed by: Dave Gardner

Letter of Understanding #122r1

Working Pensioners

Members who are collecting a Local 95 retirement pension (Pensioners) can return to work in the trade while still collecting a pension only during times of full employment of Local 95 members. The Pensioner must be a member in good standing and must obtain a 30 Day Referral Permit, according to the following rules:

1. Local 95 shall maintain a Local List of Available Pensioners and a Provincial List of Available Pensioners,

2. A Pensioner will notify the dispatcher of his availability for work and will advise the dispatcher that he is receiving a pension. The dispatcher will add the Pensioner's name, according to the date the notice is received, to the Local List of Available Pensioners in the local municipality where the Pensioner lives and to the Provincial List of Available Pensioners,

3. When a job order is received, the dispatcher will exhaust the local, overlapping, and provincial lists under Article 2. If the job order is not filled, the dispatcher will offer a work opportunity, to the maximum of 30 days, to members on the Local List of Available Pensioners in the hiring hall of the local municipality closest to the location of the job, by the date order,

4. If the job order cannot be filled from the Local List of Available Pensioners, the dispatcher will then offer a work opportunity, to the maximum of 30 days, to members on the Provincial List of Available Pensioners, by date order,

5. The pensioner who accepts the dispatch will be issued a "30 Day Referral Permit", signed by the Business Manager or a Business Agent, and the dispatcher will forward a copy of that permit to the contractor,

6. Pensioners shall complete all generic and site specific safety indoctrination that is required on the dispatched job site on his or her own time at no cost to the employer,

7. The Pensioner may ask the dispatcher for a renewal of the 30 Day Referral Permit after at least 25 of the days under the permit have passed. The dispatcher will canvas for available unemployed members on all of the hiring hall lists under Article 2. Only after those lists have been exhausted will the Business Manager or Business Agent sign a new 30 Day Referral Permit for the Pensioner to continue his employment with the contractor,

8. If no new permit is granted, Local 95 will advise the contractor that there are members available in the hiring halls, and that, as of the date of the expiry of the Pensioner's 30 Day Referral Permit, the Pensioner is no longer qualified to work for the contractor through the Union office. The Pensioner will not report for work for the contractor once his permit has expired and no new permit has been granted, and may be subject to charges if he does so,

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9. A Pensioner who is laid off during the 30 days allowed under a permit, or whose permit has expired, may notify the dispatcher that he is interested in further work opportunities. The dispatcher will put his name, according to the date of the new notice, on the Local and Provincial Lists of Available Pensioners, and the Pensioner will be eligible for further opportunities under these Rules,

10. A contractor employing a Pensioner must remit all contributions, deductions and remittances requires in the collective agreement. A Pensioner found to have waived this requirement with the contractor shall have his permit revoked, and may be subject to charges,

11. A Pensioner who works while collecting a pension may have entitlement to certain benefits. That entitlement is governed by the rules and regulations described in the applicable plans and booklets,

12. A Pensioner who wishes to suspend his pension and return to work as a regular member must do so in accordance with the established procedures. Until those procedures have been met, the Pensioner is only eligible for work opportunities under this Letter of Understanding #122.

Witness whereof: this Letter of Understanding has been executed by the duly authorized officers of the Association and of the Union on the 4th day of September 2008.

This Letter of Understanding has subsequently been renewed by current authorized officers of the Association and of the Union, on the 6th of May, 2010, revised and renewed on the 25th of April, 2013, renewed on the 20th of January, 2016 and on the 27th day of February 2019.

The Master Insulators' Association Of Ontario Inc.

Signed by: Tim Pullyblank

Signed by: Robert McGowan Jr.

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

Signed by: Gord Cochrane

Signed by: Dave Gardner

Letter of Understanding #124

It is agreed that within specific industries, being mindful of the sensitivity of the sector to the impact of the globalization of business, and the impact of providing a competitive construction package to the Owner / Client, the Union and the Association will make use of Article 23 of the Collective Agreement to consider remedies that would provide relief to and alleviate concerns of the Owner / Client.

This LOU takes effect upon ratification of the 2010 agreement.

In Witness Whereof: this Letter of Understanding has been executed by the duly authorized officers of the Association and of the Union on the 7th day of May, 2010.

This Letter of Understanding has subsequently been renewed by current authorized officers of the Association and of the Union on the 9th of May, 2013, on the 20th of January, 2016 and on the 27th day of February 2019.

The Master Insulators' Association Of Ontario Inc.

Signed by: Tim Pullyblank

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

Signed by: Gord Cochrane

Signed by: Robert McGowan Jr.

Signed by: Dave Gardner

Letter of Understanding #129

The MIAO and the Union each agree to contribute $0.02 per hour to the Mesothelioma Research Fund at the Princess Margaret Hospital in Toronto effective Midnight May 3rd, 2014.

The funds will be monitored by the Benefit Plan Trustees and they shall instruct the BPA to direct the funds to the appropriate account.

For convenience of accounting the MIAO contribution will be included with the Benefit fund contribution.

For convenience of accounting the Union shall continue to include their contribution as part of the Union Dues and Assessments deduction.

In Witness Whereof: this Letter of Understanding has been executed by the duly authorized officers of the Association and of the Union on the 3rd day of February, 2014.

This Letter of Understanding has subsequently been renewed by currently authorized officers of the Association and of the Union on the 20th day of January 2016 and on the 27th day of February 2019.

The Master Insulators' Association of Ontario Inc.

Signed by: Tim Pullyblank

Signed by: Robert McGowan Jr.

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

Signed by: Gord Cochrane

Signed by: Dave Gardner

LETTER OF UNDERSTANDING # 137

The Heat and Frost Insulator is a trade regulated by the Ontario College of Trades and Apprenticeship Act, 2009.

To complete an apprenticeship training program, individuals must become members of the Ontario College of Trade, and must remain active members for the duration of their apprenticeship.

Membership dues owed to the Ontario College of Trades are the responsibility of the apprentice to remit and maintain an active status.

Failure to maintain an active status may result in the cancellation of the apprenticeship.

IN WITNESS WHEREOF: the duly authorized officers of the Association and of the Union have executed this letter of understanding, on the 12th day of September, 2018 and renewed on the 27th day of February 2019.

The Master Insulators' Association of Ontario Inc.

Signed by: Tim Pullyblank

Signed by: Robert McGowan Jr.

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

Signed by: Gord Cochrane

Signed by: Dave Gardner

LETTER OF UNDERSTANDING # 140

Maintenance Agreement – flexible break agreement

Intent:

At the request of the Owner / Client and/or to align with other trades on maintenance sites the MIAO and Local 95 agree to allow the following:

Procedure:

When workers are working either eight (8) or ten (10) hour shifts the employer may schedule two (2) paid work breaks of 30 minutes duration in lieu of the regularly scheduled work breaks and unpaid lunch break as listed in Article 3.01(c) of the Collective agreement.

The two breaks shall be scheduled, as best as is practical, to provide three equal working periods.

IN WITNESS WHEREOF: the duly authorized officers of the Association and of the Union have executed this letter of understanding and it shall be effective upon ratification.

The Master Insulators' Association Of Ontario Inc.

Signed by: Tim Pullyblank

Signed by: Robert McGowan Jr.

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

Signed by: Gord Cochrane

Signed by: Dave Gardner

LETTER OF UNDERSTANDING # 141

Enhanced Apprentice Employment Opportunities

Intent:

Collectively, the journeyman to apprentice ratio of 3 to 1 is an industry requirement. Investing in our apprentices and keeping them employed is essential to long term industry success.

Procedure:

Local 95 and the MIAO agree as a temporary measure the Union shall proactively seek out employment opportunities for apprentices.

Employers shall be permitted to operate outside of the normal apprentice ratio as stated in Article 2.03 (a) (i). This shop ratio shall not exceed 2 to 1.

IN WITNESS WHEREOF: the duly authorized officers of the Association and of the Union have executed this letter of understanding and it shall be effective upon ratification.

The Master Insulators' Association Of Ontario Inc.

Signed by: Tim Pullyblank

Signed by: Robert McGowan Jr.

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

Signed by: Gord Cochrane

Signed by: Dave Gardner

LETTER OF UNDERSTANDING # 142

Apprentice wage ratios

Intent:

The Master Insulators Association and Local 95 agree that the apprentice wage package calculation shall be standardized as a percentage of the journeyman wage package.

Procedure:

The apprentice wage packages shall be reset over the next 3 years and completed by May 2nd, 2021.

The apprentice wage package shall be calculated as follows:

4th year	80% of journeyman package
3rd year	70% of journeyman package
2nd year	60% of journeyman package
1st year	50% of journeyman package
Probationary	45% of journeyman package
Conditional	65% of journeyman base rate

IN WITNESS WHEREOF: the duly authorized officers of the Association and of the Union have executed this letter of understanding on the 31st day of May, 2019.

The Master Insulators' Association
Of Ontario Inc.

Signed by: Tim Pullyblank

Signed by: Robert McGowan Jr.

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

Signed by: Gord Cochrane

Signed by: Dave Gardner

APPENDIX 3

MAINTENANCE AGREEMENT

BETWEEN

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

- AND -

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS
And
THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL 95

EFFECTIVE: May 29th, 2019 TO APRIL 30th, 2022

Revision 0

MAINTENANCE AGREEMENT

BETWEEN

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

- AND -

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

EFFECTIVE: May 29th, 2019 to April 30th, 2022

PREAMBLE

THIS AGREEMENT made as of the 29th day of May, 2019 by and between:

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

- and -

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

WHEREAS the parties have entered into a provincial collective agreement dated May 29th, 2019 and herein after referred to as Construction Agreement and whereas Article 1, paragraph 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.

This Appendix covers all maintenance work, as defined herein, performed by an Employer bound to this collective agreement, regardless of whether such work is or as determined (by the Ontario Labour Relations Board or other competent authority) to be in the ICI sector of the construction industry.

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

NOW THEREFORE, THIS AGREEMENT WITNESSETH:

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ARTICLE 1

DEFINITION OF MAINTENANCE WORK

1.01
Definition of maintenance work:

(a) Maintenance shall be work performed for the repair, renovation, revamp and upkeep of property, machinery and equipment within the limits of the plant property.

(b) All work performed by the employer on existing equipment and machinery, including all associated work in a given plant, shall be maintenance. This shall include replacement of existing individual items of machinery and equipment with new units, including all associated work. It is understood that this concept would not include replacement of an entire process system installation in a plant in order to increase production.

(c) Addition of spare machinery or equipment may be done under maintenance agreement provided it is for debottle-necking purpose. Example: There are two existing pumps. Both pumps are required to run at all times to maintain full production. A spare may be added for the purpose of having one pump down for maintenance.

(d) Changes to existing units for reason of feed stock changes or fuel changes shall be maintenance.

(e) The interpretation of maintenance work shall be in accordance with the General Presidents' Committee for Contract Maintenance in Canada.

(f) The word *repair* used within the terms of this Agreement and in connection with maintenance, is work requested to restore by replacement or by revamp of parts of existing facilities of efficient operating conditions.

(g) The scope of this Agreement does not cover work performed by the Company of a new construction nature which is work required to erect new facilities in which event the work shall be done in accordance with Construction Agreement.

(h) The Union and the Company understand that the Owner may, at his or her discretion, choose to perform or directly subcontract work for any part or parts of the work necessary in his or her plant.

T.P.

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ARTICLE 2

TERMS AND CONDITIONS

2.01
All terms and conditions of the Collective Agreement apply and are part of this Agreement except:

(a) Mechanics, apprentices and conditional apprentices shall receive wages as detailed in the **Wages and Benefits Schedules.**

(b) Vacation pay and statutory holiday pay percentages shall be the same as in the Collective Agreement. (See Article 9, 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 Collective Agreement.

(d) The standard work week shall be forty (40) hours; five (5) days at eight (8) hours per day, excluding holidays.

(e) (i) Overtime rates at the rate of one and one half times (1.5) shall be paid for all work performed on Monday to Friday inclusive, in excess of the maximum hours of work provided for in clause 2.01 (d), for the first two (2) hours worked.

(e) (ii) All other overtime shall be paid out at the rate of double time.

(f) On job sites with scheduled non-working Fridays (i.e. Golden Fridays), any work performed on these days without notification before the end of the work day on the Wednesday prior will be paid at double time rates. Employees who indicate at the time of notification that they are unavailable for work on the Friday, shall not be subject to any disciplinary actions.

(g) When called-in to a job site outside of the normal work week the employee shall be paid a minimum of two and one half (2.5) hours at the applicable overtime rate.

2.02 (a)
Clause 10.05 does not apply.

2.02 (b) **Travel Expense Zone:**
Employees employed on job site locations (projects) in the Travel Expense Zones shall receive daily travel expenses as indicated in **Wages and Benefits Schedules.**

There is one zone between thirty (30) miles radius and fifty (50) miles radius.
If an employee lives within a thirty (30) mile radius of the job site, travel expenses do not apply.

T. P.

2.02 (c)
When an employee is employed at a job site location (project), that is over fifty (50) miles radius from his or her Listed Municipality, and he or she is eligible to receive Daily Living Allowance; the employee will receive travel expenses as detailed in Travel Expense Zone 9 of the Collective 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.

2.03
During shutdowns of 5 days or longer duration a separate clean, dry, heated enclosure shall be provided for storage of coveralls, work clothes and other clothing where practical.

2.04
When foremen are required to arrive at work up to one-half (1/2) hour prior to the normal starting time of the shift to organize work and obtain permits, they shall not be entitled to a meal or meal break unless they work more than two (2) hours beyond the end of the normal shift.

2.05
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 Collective 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.

T.P.

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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, Journeyman, Apprentice, Conditional Apprentice, Asbestos Remover.

3.04 METHOD OF COMPARISON
No female-dominated job classes were identified, therefore, no comparisons were necessary.

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

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

T.P.

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ARTICLE 4

DURATION AND RENEWAL OF AGREEMENT

This Agreement shall become effective on the 29th day of May, 2019 and shall remain in full force and effect until the 30th day of April 2022 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, 2022 or in a like period in any year thereafter. On receipt of such notice the parties to this Collective Agreement shall convene a meeting within fifteen (15) days and bargain in good faith to endeavour to make a new Collective Agreement.

IN WITNESS THEREOF This Agreement has been executed by the duly authorized officers of the Association, and of the Union, on the 29th day of May, 2019.

The Master Insulators' Association Ontario, Inc.

Signed by: Tim Pullyblank

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

Signed by: Gord Cochrane

Signed by: Robert McGowan Jr.

Signed by: Dave Gardner

APPENDIX 4

JOINT HEALTH & SAFETY TRAINING PROGRAM, COURSE LIST

BETWEEN

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

- AND -

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS
And
THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL 95

EFFECTIVE: May 29th, 2019 TO APRIL 30th, 2022

Revision 0

Appendix 4, Article 20 Course List

Dated: April 2nd, 2019

Training Topics	Training Rates Applicable	Wages are Employer Reimbursable	Approved Duration in hours	Comments
Working at Heights *	Yes	Yes	8	Initial training
Working at Heights 36 month Refresher *	Yes	Yes	4	update
WHMIS 2015 *	Yes	Yes	2	Initial training & updates
HSA Training *	Yes	Yes	1	
IEC BSO-BSOPF (initial training) **	Yes	Yes	8	
IEC BSO-BSORT (refresher) **	Yes	Yes	4	
St. Johns Ambulance Standard First Aid & CPR or equal	Yes	Yes	16	
St. Johns Ambulance Standard First Aid Refresher or equal	Yes	Yes	8	
St. Johns Ambulance Emergency First Aid & CPR or equal	Yes	Yes	8	
Confined Space Entry and Addendant Awareness	Yes	Yes	3	
Confined Space Entry	**No**	**No**	n/a	site specific
Asbestos Awareness	Yes	Yes	1.5	
Type 3 MTCU asbestos worker	Yes	Yes	8	
Type 3 MTCU asbestos worker exam	Yes	Yes	2	
Type 3 MTCU asbestos supervisor	Yes	Yes	8	
Type 3 MTCU asbestos supervisor exam	Yes	Yes	2	
Mould awareness	Yes	**No**	n/a	standardized course not available
Supervisor HSA Training	Yes	Yes	1	
Joint H&S Committee Certification, levels 1 & 2	**No**	Yes	24 / 48	per legislation
Client / Site Orientation	**No**	**No**	n/a	site specific
IHSA Supervisor training or equal	Yes	Yes	16	
Rope Access training	**No**	**No**	n/a	company specific
Generic Powered Elevated Work Platform	Yes	**No**	n/a	standardized course not available, typically 8 hrs, 4 hrs for refresher
Generic Powered Elevated Work Platform Refresher	Yes	**No**	n/a	

* Mandatory Legislated Training

** Mandatory Training Sarnia

Initials: Tim Pullyblank T.P.

Robert McGowan Jr.

Gord Cochrane

Dave Gardner

WAGES, CONTRIBUTIONS AND DEDUCTIONS SCHEDULES

BETWEEN

THE MASTER INSULATORS' ASSOCIATION OF ONTARIO INC.

- AND -

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS
And
THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL 95

EFFECTIVE: May 29th, 2019 TO APRIL 30th, 2022

Revision 0

MIA / Local 95 Wages, Contributions and Deductions Table

Schedule: A

Zone: 1 ICI

Duration: May 3rd, 2026 to May 1st, 2027 Revision: 3

Classification	Wage, Benefit & Pension Package						Employer Contributions					Employee Deductions		
	Base Rate	Vacation Pay		Benefit Fund	Pension Fund	Package Total	Living Allowance Fund	Denovo	Joint Apprenticeship Fund	MIA Fund	Total Employer Cost	Union Dues & Assessments	Living Allowance Fund	Joint Apprenticeship Fund
		Value	%											
Insulators														
Journeyperson	53.33	5.33	10.0%	3.95	7.50	70.11	0.25	0.05	0.21	0.23	70.85	3.10	0.25	0.11
4th Year	43.40	4.34	10.0%	3.95	4.40	56.09	0.25	0.05	0.21	0.23	56.83	2.75	0.25	0.11
3rd Year	37.03	3.70	10.0%	3.95	4.40	49.08	0.25	0.05	0.21	0.23	49.82	2.75	0.25	0.11
2nd Year	30.65	3.07	10.0%	3.95	4.40	42.07	0.25	0.05	0.21	0.23	42.81	2.75	0.25	0.11
1st Year	24.28	2.43	10.0%	3.95	4.40	35.06	0.25	0.05	0.21	0.23	35.80	2.75	0.25	0.11
Probationary	29.29	2.26	7.7%			31.55	0.25				31.80	1.05	0.25	
Provisional	34.66	2.67	7.7%			37.33					37.33	1.05		
Asbestos Removers														
Probationary	27.32	2.10	7.7%			29.42				0.23	29.65	0.80		
Level 1	27.32	2.10	7.7%			29.42			0.20	0.23	29.85	0.80		
Level 2	30.56	2.35	7.7%			32.91			0.20	0.23	33.34	0.80		
Level 3	29.57	2.87	9.7%	3.93	4.40	40.77		0.05	0.20	0.23	41.25	0.85		

Travel Expenses per Article 10:

Zone 1	$12.05	Zone 4	$23.00	Zone 7	$30.75	Living Allowance $18.00
Zone 2	$16.25	Zone 5	$26.10	Zone 8	$33.75	
Zone 3	$20.85	Zone 6	$28.15	Zone 9	$46.00	

Downtown Toronto Travel Expense if parking is not provided $24.00

Training Rates per Article 20:

Journeyperson $25.00/hr Apprentice/ Asbestos remover $20.00/hr

MIA / Local 95 Wages, Contributions and Deductions Table

Schedule: A

Zone: 1 ICI

Duration: May 2nd 2027 to May 6th, 2028 Revision: 3

Classification	Wage, Benefit & Pension Package						Employer Contributions					Employee Deductions		
	Base Rate	Vacation Pay		Benefit Fund	Pension Fund	Package Total	Living Allowance Fund	Denovo	Joint Apprenticeship Fund	MIA Fund	Total Employer Cost	Union Dues & Assessments	Living Allowance Fund	Joint Apprenticeship Fund
		Value	%											
Insulators														
Journeyperson	55.32	5.53	10.0%	3.95	7.50	72.30	0.25	0.05	0.21	0.23	73.04	3.10	0.25	0.11
4th Year	44.99	4.50	10.0%	3.95	4.40	57.84	0.25	0.05	0.21	0.23	58.58	2.75	0.25	0.11
3rd Year	38.42	3.84	10.0%	3.95	4.40	50.61	0.25	0.05	0.21	0.23	51.35	2.75	0.25	0.11
2nd Year	31.85	3.18	10.0%	3.95	4.40	43.38	0.25	0.05	0.21	0.23	44.12	2.75	0.25	0.11
1st Year	25.27	2.53	10.0%	3.95	4.40	36.15	0.25	0.05	0.21	0.23	36.89	2.75	0.25	0.11
Probationary	30.21	2.33	7.7%			32.54	0.25				32.79	1.05	0.25	
Provisional	35.96	2.77	7.7%			38.73					38.73	1.05		
Asbestos Removers														
Probationary	28.17	2.17	7.7%			30.34				0.23	30.57	0.80		
Level 1	28.17	2.17	7.7%			30.34			0.20	0.23	30.77	0.80		
Level 2	31.51	2.43	7.7%			33.94			0.20	0.23	34.37	0.80		
Level 3	30.73	2.98	9.7%	3.93	4.40	42.04		0.05	0.20	0.23	42.52	0.85		

Travel Expenses per Article 10:

Zone 1	$12.40	Zone 4	$23.70	Zone 7	$31.70	Living Allowance $18.50
Zone 2	$16.70	Zone 5	$26.90	Zone 8	$34.75	
Zone 3	$21.45	Zone 6	$29.00	Zone 9	$47.35	

Downtown Toronto Travel Expense if parking is not provided $25.00

Training Rates per Article 20:

Journeyperson $25.00/hr Apprentice/ Asbestos remover $20.00/hr

MIA / Local 95 Wages, Contributions and Deductions Table

Schedule: B

Zone: 2 ICI

Duration: May 3rd, 2026 to May 1st, 2027 Revision: 3

Classification	Wage, Benefit & Pension Package						Employer Contributions					Employee Deductions		
	Base Rate	Vacation Pay		Benefit Fund	Pension Fund	Package Total	Living Allowance Fund	Denovo	Joint Apprenticeship Fund	MIA Fund	Total Employer Cost	Union Dues & Assessments	Living Allowance Fund	Joint Apprenticeship Fund
		Value	%											
Insulators														
Journeyperson	52.70	5.27	10.0%	3.95	7.50	69.42	0.25	0.05	0.21	0.23	70.16	3.10	0.25	0.11
4th Year	42.90	4.29	10.0%	3.95	4.40	55.54	0.25	0.05	0.21	0.23	56.28	2.75	0.25	0.11
3rd Year	36.58	3.66	10.0%	3.95	4.40	48.59	0.25	0.05	0.21	0.23	49.33	2.75	0.25	0.11
2nd Year	30.27	3.03	10.0%	3.95	4.40	41.65	0.25	0.05	0.21	0.23	42.39	2.75	0.25	0.11
1st Year	23.96	2.40	10.0%	3.95	4.40	34.71	0.25	0.05	0.21	0.23	35.45	2.75	0.25	0.11
Probationary	29.01	2.23	7.7%			31.24	0.25				31.49	1.05	0.25	
Provisional	34.26	2.64	7.7%			36.89					36.89	1.05		
Asbestos Removers														
Probationary	27.32	2.10	7.7%			29.42				0.23	29.65	0.80		
Level 1	27.32	2.10	7.7%			29.42			0.20	0.23	29.85	0.80		
Level 2	30.56	2.35	7.7%			32.91			0.20	0.23	33.34	0.80		
Level 3	29.57	2.87	9.7%	3.93	4.40	40.77		0.05	0.20	0.23	41.25	0.85		

Travel Expenses per Article 10:

Zone 1	$12.05	Zone 4	$23.00	Zone 7	$30.75	Living Allowance $18.00
Zone 2	$16.25	Zone 5	$26.10	Zone 8	$33.75	
Zone 3	$20.85	Zone 6	$28.15	Zone 9	$46.00	

Training Rates per Article 20:

Journeyperson $25.00/hr Apprentice/ Asbestos remover $20.00/hr

MIA / Local 95 Wages, Contributions and Deductions Table

Schedule: B

Zone: 2 ICI

Duration: May 2nd 2027 to May 6th, 2028 Revision: 3

Classification	Wage, Benefit & Pension Package						Employer Contributions					Employee Deductions		
	Base Rate	Vacation Pay		Benefit Fund	Pension Fund	Package Total	Living Allowance Fund	Denovo	Joint Apprenticeship Fund	MIA Fund	Total Employer Cost	Union Dues & Assessments	Living Allowance Fund	Joint Apprenticeship Fund
		Value	%											
Insulators														
Journeyperson	54.69	5.47	10.0%	3.95	7.50	71.61	0.25	0.05	0.21	0.23	72.35	3.10	0.25	0.11
4th Year	44.49	4.45	10.0%	3.95	4.40	57.29	0.25	0.05	0.21	0.23	58.03	2.75	0.25	0.11
3rd Year	37.98	3.80	10.0%	3.95	4.40	50.13	0.25	0.05	0.21	0.23	50.87	2.75	0.25	0.11
2nd Year	31.47	3.15	10.0%	3.95	4.40	42.97	0.25	0.05	0.21	0.23	43.71	2.75	0.25	0.11
1st Year	24.96	2.50	10.0%	3.95	4.40	35.81	0.25	0.05	0.21	0.23	36.55	2.75	0.25	0.11
Probationary	29.92	2.30	7.7%			32.22	0.25				32.47	1.05	0.25	
Provisional	35.55	2.74	7.7%			38.29					38.29	1.05		
Asbestos Removers														
Probationary	28.17	2.17	7.7%			30.34				0.23	30.57	0.80		
Level 1	28.17	2.17	7.7%			30.34			0.20	0.23	30.77	0.80		
Level 2	31.51	2.43	7.7%			33.94			0.20	0.23	34.37	0.80		
Level 3	30.73	2.98	9.7%	3.93	4.40	42.04		0.05	0.20	0.23	42.52	0.85		

Travel Expenses per Article 10:

Zone 1	$12.40	Zone 4	$23.70	Zone 7	$31.70	Living Allowance $18.50
Zone 2	$16.70	Zone 5	$26.90	Zone 8	$34.75	
Zone 3	$21.45	Zone 6	$29.00	Zone 9	$47.35	

Training Rates per Article 20:

Journeyperson $25.00/hr Apprentice/ Asbestos remover $20.00/hr

MIA / Local 95 Wages, Contributions and Deductions Table

Schedule: C

Zone: 3 ICI

Duration: May 3rd, 2026 to May 1st, 2027 Revision: 3

Classification	Wage, Benefit & Pension Package						Employer Contributions					Employee Deductions		
	Base Rate	Vacation Pay		Benefit Fund	Pension Fund	Package Total	Living Allowance Fund	Denovo	Joint Apprenticeship Fund	MIA Fund	Total Employer Cost	Union Dues & Assessments	Living Allowance Fund	Joint Apprenticeship Fund
		Value	%											
Insulators														
Journeyperson	51.63	5.16	10.0%	3.95	7.50	68.24	0.25	0.05	0.21	0.23	68.98	3.10	0.25	0.11
4th Year	42.04	4.20	10.0%	3.95	4.40	54.59	0.25	0.05	0.21	0.23	55.33	2.75	0.25	0.11
3rd Year	35.84	3.58	10.0%	3.95	4.40	47.77	0.25	0.05	0.21	0.23	48.51	2.75	0.25	0.11
2nd Year	29.63	2.96	10.0%	3.95	4.40	40.94	0.25	0.05	0.21	0.23	41.68	2.75	0.25	0.11
1st Year	23.43	2.34	10.0%	3.95	4.40	34.12	0.25	0.05	0.21	0.23	34.86	2.75	0.25	0.11
Probationary	28.51	2.20	7.7%			30.71	0.25				30.96	1.05	0.25	
Provisional	33.56	2.58	7.7%			36.14					36.14	1.05		
Asbestos Removers														
Probationary	27.32	2.10	7.7%			29.42				0.23	29.65	0.80		
Level 1	27.32	2.10	7.7%			29.42			0.20	0.23	29.85	0.80		
Level 2	30.56	2.35	7.7%			32.91			0.20	0.23	33.34	0.80		
Level 3	29.57	2.87	9.7%	3.93	4.40	40.77		0.05	0.20	0.23	41.25	0.85		

Travel Expenses per Article 10:

Zone 1	$12.05	Zone 4	$23.00	Zone 7	$30.75	Living Allowance $18.00
Zone 2	$16.25	Zone 5	$26.10	Zone 8	$33.75	
Zone 3	$20.85	Zone 6	$28.15	Zone 9	$46.00	

Downtown Ottawa Travel Expense if parking is not provided $19.00

Training Rates per Article 20:

Journeyperson $25.00/hr Apprentice/ Asbestos remover $20.00/hr

MIA / Local 95 Wages, Contributions and Deductions Table

Schedule: C

Zone: 3 ICI

Duration: May 2nd 2027 to May 6th, 2028 Revision: 3

Classification	Wage, Benefit & Pension Package						Employer Contributions					Employee Deductions		
	Base Rate	Vacation Pay		Benefit Fund	Pension Fund	Package Total	Living Allowance Fund	Denovo	Joint Apprenticeship Fund	MIA Fund	Total Employer Cost	Union Dues & Assessments	Living Allowance Fund	Joint Apprenticeship Fund
		Value	%											
Insulators														
Journeyperson	53.62	5.36	10.0%	3.95	7.50	70.43	0.25	0.05	0.21	0.23	71.17	3.10	0.25	0.11
4th Year	43.63	4.36	10.0%	3.95	4.40	56.34	0.25	0.05	0.21	0.23	57.08	2.75	0.25	0.11
3rd Year	37.23	3.72	10.0%	3.95	4.40	49.30	0.25	0.05	0.21	0.23	50.04	2.75	0.25	0.11
2nd Year	30.83	3.08	10.0%	3.95	4.40	42.26	0.25	0.05	0.21	0.23	43.00	2.75	0.25	0.11
1st Year	24.42	2.44	10.0%	3.95	4.40	35.22	0.25	0.05	0.21	0.23	35.96	2.75	0.25	0.11
Probationary	29.42	2.27	7.7%			31.69	0.25				31.94	1.05	0.25	
Provisional	34.85	2.68	7.7%			37.54					37.54	1.05		
Asbestos Removers														
Probationary	28.17	2.17	7.7%			30.34				0.23	30.57	0.80		
Level 1	28.17	2.17	7.7%			30.34			0.20	0.23	30.77	0.80		
Level 2	31.51	2.43	7.7%			33.94			0.20	0.23	34.37	0.80		
Level 3	30.73	2.98	9.7%	3.93	4.40	42.04		0.05	0.20	0.23	42.52	0.85		

Travel Expenses per Article 10:

Zone 1	$12.40	Zone 4	$23.70	Zone 7	$31.70	Living Allowance $18.50
Zone 2	$16.70	Zone 5	$26.90	Zone 8	$34.75	
Zone 3	$21.45	Zone 6	$29.00	Zone 9	$47.35	

Downtown Ottawa Travel Expense if parking is not provided $20.00

Training Rates per Article 20:

Journeyperson $25.00/hr Apprentice/ Asbestos remover $20.00/hr

MIA / Local 95 Wages, Contributions and Deductions Table

Schedule: D

Zone: 1 MAINTENANCE

Duration: May 3rd, 2026 to May 1st, 2027 Revision: 3

Classification	Wage, Benefit & Pension Package						Employer Contributions					Employee Deductions		
	Base Rate	Vacation Pay		Benefit Fund	Pension Fund	Package Total	Living Allowance Fund	Denovo	Joint Apprenticeship Fund	MIA Fund	Total Employer Cost	Union Dues & Assessments	Living Allowance Fund	Joint Apprenticeship Fund
		Value	%											
Insulators														
Journeyperson	50.78	5.08	10.0%	3.95	7.50	67.31	0.25	0.05	0.21	0.23	68.05	3.10	0.25	0.11
4th Year	41.36	4.14	10.0%	3.95	4.40	53.85	0.25	0.05	0.21	0.23	54.59	2.75	0.25	0.11
3rd Year	35.25	3.52	10.0%	3.95	4.40	47.12	0.25	0.05	0.21	0.23	47.86	2.75	0.25	0.11
2nd Year	29.13	2.91	10.0%	3.95	4.40	40.39	0.25	0.05	0.21	0.23	41.13	2.75	0.25	0.11
1st Year	23.00	2.30	10.0%	3.95	4.40	33.66	0.25	0.05	0.21	0.23	34.40	2.75	0.25	0.11
Probationary	28.12	2.17	7.7%			30.29	0.25				30.54	1.05	0.25	
Provisional	33.01	2.54	7.7%			35.55					35.55	1.05		

Travel Expenses per Maintenance Agreement Article 2

Living Out Allowance $18.00

Between 30 and 50 miles radius $19.15

Over 50 miles if eligible for Living Allowance but is returning home daily $46.00

Training Rates per Article 20:

Journeyperson $25.00/hr Apprentice/ Asbestos remover $20.00/hr

MIA / Local 95 Wages, Contributions and Deductions Table

Schedule: D

Zone: 1 MAINTENANCE

Duration: May 2nd 2027 to May 6th, 2028 Revision: 3

Classification	Wage, Benefit & Pension Package						Employer Contributions					Employee Deductions		
	Base Rate	Vacation Pay		Benefit Fund	Pension Fund	Package Total	Living Allowance Fund	Denovo	Joint Apprenticeship Fund	MIA Fund	Total Employer Cost	Union Dues & Assessments	Living Allowance Fund	Joint Apprenticeship Fund
		Value	%											
Insulators														
Journeyperson	52.69	5.27	10.0%	3.95	7.50	69.41	0.25	0.05	0.21	0.23	70.15	3.10	0.25	0.11
4th Year	42.89	4.29	10.0%	3.95	4.40	55.53	0.25	0.05	0.21	0.23	56.27	2.75	0.25	0.11
3rd Year	36.58	3.66	10.0%	3.95	4.40	48.59	0.25	0.05	0.21	0.23	49.33	2.75	0.25	0.11
2nd Year	30.27	3.03	10.0%	3.95	4.40	41.65	0.25	0.05	0.21	0.23	42.39	2.75	0.25	0.11
1st Year	23.96	2.40	10.0%	3.95	4.40	34.71	0.25	0.05	0.21	0.23	35.45	2.75	0.25	0.11
Probationary	29.00	2.23	7.7%			31.23	0.25				31.48	1.05	0.25	
Provisional	34.25	2.64	7.7%			36.89					36.89	1.05		

Travel Expenses per Maintenance Agreement Article 2

Living Out Allowance $18.50

Between 30 and 50 miles radius $19.70

Over 50 miles if eligible for Living Allowance but is returning home daily $47.35

Training Rates per Article 20:

Journeyperson $25.00/hr Apprentice/ Asbestos remover $20.00/hr

MIA / Local 95 Wages, Contributions and Deductions Table

Schedule: E

Zone: 2 MAINTENANCE

Duration: May 3rd, 2026 to May 1st, 2027 Revision: 3

Classification	Wage, Benefit & Pension Package						Employer Contributions					Employee Deductions		
	Base Rate	Vacation Pay		Benefit Fund	Pension Fund	Package Total	Living Allowance Fund	Denovo	Joint Apprenticeship Fund	MIA Fund	Total Employer Cost	Union Dues & Assessments	Living Allowance Fund	Joint Apprenticeship Fund
		Value	%											
Insulators														
Journeyperson	50.17	5.02	10.0%	3.95	7.50	66.64	0.25	0.05	0.21	0.23	67.38	3.10	0.25	0.11
4th Year	40.87	4.09	10.0%	3.95	4.40	53.31	0.25	0.05	0.21	0.23	54.05	2.75	0.25	0.11
3rd Year	34.82	3.48	10.0%	3.95	4.40	46.65	0.25	0.05	0.21	0.23	47.39	2.75	0.25	0.11
2nd Year	28.75	2.88	10.0%	3.95	4.40	39.98	0.25	0.05	0.21	0.23	40.72	2.75	0.25	0.11
1st Year	22.70	2.27	10.0%	3.95	4.40	33.32	0.25	0.05	0.21	0.23	34.06	2.75	0.25	0.11
Probationary	27.85	2.14	7.7%			29.99	0.25				30.24	1.05	0.25	
Provisional	32.61	2.51	7.7%			35.12					35.12	1.05		

Travel Expenses per Maintenance Agreement Article 2

Living Out Allowance $18.00

Between 30 and 50 miles radius $19.15

Over 50 miles if eligible for Living Allowance but is returning home daily $46.00

Training Rates per Article 20:

Journeyperson $25.00/hr Apprentice/ Asbestos remover $20.00/hr

MIA / Local 95 Wages, Contributions and Deductions Table

Schedule: E

Zone: 2 MAINTENANCE

Duration: May 2nd 2027 to May 6th, 2028 Revision: 3

Classification	Wage, Benefit & Pension Package						Employer Contributions					Employee Deductions		
	Base Rate	Vacation Pay		Benefit Fund	Pension Fund	Package Total	Living Allowance Fund	Denovo	Joint Apprenticeship Fund	MIA Fund	Total Employer Cost	Union Dues & Assessments	Living Allowance Fund	Joint Apprenticeship Fund
		Value	%											
Insulators														
Journeyperson	52.09	5.21	10.0%	3.95	7.50	68.75	0.25	0.05	0.21	0.23	69.49	3.10	0.25	0.11
4th Year	42.41	4.24	10.0%	3.95	4.40	55.00	0.25	0.05	0.21	0.23	55.74	2.75	0.25	0.11
3rd Year	36.16	3.62	10.0%	3.95	4.40	48.13	0.25	0.05	0.21	0.23	48.87	2.75	0.25	0.11
2nd Year	29.91	2.99	10.0%	3.95	4.40	41.25	0.25	0.05	0.21	0.23	41.99	2.75	0.25	0.11
1st Year	23.66	2.37	10.0%	3.95	4.40	34.38	0.25	0.05	0.21	0.23	35.12	2.75	0.25	0.11
Probationary	28.73	2.21	7.7%			30.94	0.25				31.19	1.05	0.25	
Provisional	33.86	2.61	7.7%			36.47					36.47	1.05		

Travel Expenses per Maintenance Agreement Article 2

Living Out Allowance $18.50

Between 30 and 50 miles radius $19.70

Over 50 miles if eligible for Living Allowance but is returning home daily $47.35

Training Rates per Article 20:

Journeyperson $25.00/hr Apprentice/ Asbestos remover $20.00/hr

MIA / Local 95 Wages, Contributions and Deductions Table

Schedule: F

Zone: 3 MAINTENANCE

Duration: May 3rd, 2026 to May 1st, 2027 Revision: 3

Classification	Wage, Benefit & Pension Package						Employer Contributions					Employee Deductions		
	Base Rate	Vacation Pay		Benefit Fund	Pension Fund	Package Total	Living Allowance Fund	Denovo	Joint Apprenticeship Fund	MIA Fund	Total Employer Cost	Union Dues & Assessments	Living Allowance Fund	Joint Apprenticeship Fund
		Value	%											
Insulators														
Journeyperson	49.15	4.91	10.0%	3.95	7.50	65.51	0.25	0.05	0.21	0.23	66.25	3.10	0.25	0.11
4th Year	40.05	4.01	10.0%	3.95	4.40	52.41	0.25	0.05	0.21	0.23	53.15	2.75	0.25	0.11
3rd Year	34.10	3.41	10.0%	3.95	4.40	45.86	0.25	0.05	0.21	0.23	46.60	2.75	0.25	0.11
2nd Year	28.15	2.81	10.0%	3.95	4.40	39.31	0.25	0.05	0.21	0.23	40.05	2.75	0.25	0.11
1st Year	22.19	2.22	10.0%	3.95	4.40	32.76	0.25	0.05	0.21	0.23	33.50	2.75	0.25	0.11
Probationary	27.37	2.11	7.7%			29.48	0.25				29.73	1.05	0.25	
Provisional	31.94	2.46	7.7%			34.40					34.40	1.05		

Travel Expenses per Maintenance Agreement Article 2

Living Out Allowance $18.00

Between 30 and 50 miles radius $19.15

Over 50 miles if eligible for Living Allowance but is returning home daily $46.00

Training Rates per Article 20:

Journeyperson $25.00/hr Apprentice/ Asbestos remover $20.00/hr

MIA / Local 95 Wages, Contributions and Deductions Table

Schedule: F

Zone: 3 MAINTENANCE

Duration: May 2nd 2027 to May 6th, 2028 Revision: 3

Classification	Wage, Benefit & Pension Package						Employer Contributions					Employee Deductions		
	Base Rate	Vacation Pay		Benefit Fund	Pension Fund	Package Total	Living Allowance Fund	Denovo	Joint Apprenticeship Fund	MIA Fund	Total Employer Cost	Union Dues & Assessments	Living Allowance Fund	Joint Apprenticeship Fund
		Value	%											
Insulators														
Journeyperson	51.05	5.11	10.0%	3.95	7.50	67.61	0.25	0.05	0.21	0.23	68.35	3.10	0.25	0.11
4th Year	41.58	4.16	10.0%	3.95	4.40	54.09	0.25	0.05	0.21	0.23	54.83	2.75	0.25	0.11
3rd Year	35.44	3.54	10.0%	3.95	4.40	47.33	0.25	0.05	0.21	0.23	48.07	2.75	0.25	0.11
2nd Year	29.29	2.93	10.0%	3.95	4.40	40.57	0.25	0.05	0.21	0.23	41.31	2.75	0.25	0.11
1st Year	23.14	2.31	10.0%	3.95	4.40	33.81	0.25	0.05	0.21	0.23	34.55	2.75	0.25	0.11
Probationary	28.25	2.17	7.7%			30.42	0.25				30.67	1.05	0.25	
Provisional	33.19	2.56	7.7%			35.74					35.74	1.05		

Travel Expenses per Maintenance Agreement Article 2

Living Out Allowance $18.50

Between 30 and 50 miles radius $19.70

Over 50 miles if eligible for Living Allowance but is returning home daily $47.35

Training Rates per Article 20:

Journeyperson $25.00/hr Apprentice/ Asbestos remover $20.00/hr

MASTER INSULATOR'S OF ONTARIO and LOCAL 95 HEAT & FROST INSULATORS

LETTER of UNDERSTANDING RECORD OF STATUS

LOU #	DATED	TOPIC / DESCRIPTION	EXPIRES	REPLACED BY	PRESENT STATUS
99	22/01/2002	Grievance Procedure & Hearing		n/a	expired
100	14/03/1996	Stabilization Program		102	expired
101	20/10/1997	Stabilization (bid depository)		110	expired
102	15/07/1998	Stabilization		110	expired
103	**05/11/2001**	**Bill 69**	**30/04/22**		**renewed**
104	11/11/2001	Joint Safety Training		104r1	expired
104r1	20/05/2010	Joint Safety Training revised stipend		135	expired
105	22/01/2002	Article 6:05 Procedures		107	expired
106	18/02/2002	Sault Ste. Marie		MOS Jun 7/04	expired
107	22/02/2002	Article 6.05 expanded procedures		113	expired
108	06/07/2004	Absenteeism disciplinary procedures		108r1	expired
108r1	06/01/2005	Absenteeism disciplinary procedures		108r2	expired
108r2	29/09/2005	Absenteeism disciplinary procedures		n/a	expired
109	**06/07/2004**	**out-of-province courtesy procedures**	**30/04/22**		**renewed**
110	28/09/2004	Stabilization		110r1	expired
110r1	**09/05/2013**	**Stabilization, revised**	**30/04/22**		**renewed**
111	06/01/2005	Article 10 clarifications		112	expired
112	29/09/2005	Article 10 clarifications		MOS Apr 26/07	expired
113	04/10/2007	Article 6.05 expanded procedures		113r1	expired
113r1	**09/05/2013**	**Article 6.05 expanded procedures, revised**	**30/04/22**		**renewed**

T.P. GC

MASTER INSULATOR'S OF ONTARIO and LOCAL 95 HEAT & FROST INSULATORS

LETTER of UNDERSTANDING RECORD OF STATUS

LOU #	DATED	TOPIC / DESCRIPTION	EXPIRES	REPLACED BY	PRESENT STATUS
114	04/10/2007	Asbestos hour of work clarification		MOS Apr 26/07	expired
115	26/4/2007	Geographic labour shortages			expired
116	26/4/2007	Geographic safety training		125	replaced
117	26/4/2007	Review hire / dispatch on quit / fire			expired
118	17/07/2007	Probationary Asbestos Removers		MOS May 9/13	expired
119	27/09/2007	Asbestos remover mandatory training		135r1	replaced
120	15/04/2008	Article 6.05 wording revision		MOS May 20/10	expired
121	15/04/2008	Family Day		MOS May 20/10	expired
122	04/09/2008	Hiring of Retired Workers		122r1	replaced
122r1	**09/05/2013**	**Hiring of Retired Workers, corrections**	**30/04/22**		**renewed**
123	07/05/2010	Article 6 legal review			expired
124	**07/05/2010**	**Specific Industry remedies**	**30/04/22**		**renewed**
125	20/05/2010	Geographic Safety Training		125r1	replaced
125r1	09/05/2013	Geographic Safety Training revised		135	replaced
126	09/05/2013	Article 22 discussions			expired
127	09/05/2013	Zone Maps update		2016 Agreement	expired
128	09/05/2013	Final Offer Selection consideration			expired
129	**03/02/2014**	**Mesothelioma Research Funding**	**30/04/22**		**renewed**
130	21/03/2014	Electronic zone map use clarification		2016 agreement	expired
131	10/06/2014	Article 3.01 (a)(ii) 1, clarification		2016 agreement	expired
132	19/01/2015	Trust's audit provisions		2016 agreement	expired
133	12/01/2015	Article 6.05 date omission		2016 agreement	expired

T.P. GC

MASTER INSULATOR'S OF ONTARIO and LOCAL 95 HEAT & FROST INSULATORS

LETTER of UNDERSTANDING RECORD OF STATUS

LOU #	DATED	TOPIC / DESCRIPTION	EXPIRES	REPLACED BY	PRESENT STATUS
134	12/11/2015	Article 9.02 (b)(ii) no longer required		2016 agreement	expired
135	20/01/2016	New Health and Safety program		LOU#135r1	replaced
135r1	19/7/2017	New Health and Safety program rev 1		LOU #135r1.0	replaced
135r1.0	19/9/2017	New Health and Safety program rev 1 with Joint training course list rev 2		Revised Article 20	expired
136	17/2/2018	Bill 148. Emergency leave provisions			expired
137	12/9/2018	Apprenticeship dues to College of Trades			expired
135r1.0	7/3/2018	Joint training course list rev 3		New Appendix 4	expired
138	21/12/18	Bill 47 & 147, OLRB decision adjustments			expired
139	20/03/19	LATF funding limits review	29/07/19	Review completed	expired
140	**29/05/19**	**Maintenance Agreement – Flexible break agreement**	**30/4/22**		**enacted**
141	**29/05/19**	**Enhanced Apprentice Employment Opportunities**	**30/4/22**		**enacted**
142	**31/05/19**	**Apprentice Wage Ratios**	**30/4/22**		**enacted**
143	10/07/19	Revise Article 10.07 (b) to clarify intent	29/07/19	Included in contract	expired

This is agreed by the officers of the Association and Union to be a complete and current history of Letters of Understanding as of the 23rd day of July, 2019.

The Master Insulators' Association of Ontario, Inc.

Signed by: Tim Pullyblank

Signed by: Robert McGowan Jr.

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

Signed by: Gord Cochrane

Signed by: Dave Gardner