

2019 - 2022

INSULATORS AGREEMENT

between

INSULATORS TRADE DIVISION

of the

**CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF
MANITOBA**

and

THE INTERNATIONAL ASSOCIATION OF HEAT & FROST

INSULATORS AND ALLIED WORKERS

LOCAL UNION 99

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INSULATORS COLLECTIVE AGREEMENT

This Collective Agreement made this day: _____

BETWEEN

The Construction Labour Relations Association of Manitoba on behalf of the member firms of the Insulators Trade Division of the Construction Labour Relations Association of Manitoba.

(each of which members are hereinafter included in the term "Employer").

OF THE FIRST PART

AND

THE INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS AND ALLIED WORKERS, LOCAL UNION NO. 99

on behalf of the members of the said Local Unions (each of which are hereinafter included in the term "Union")

OF THE SECOND PART

Now Therefore This Agreement Witnesseth That:

ARTICLE 1 - TERM OF AGREEMENT AND NEGOTIATION FOR RENEWAL

- 1:01** This Agreement shall be effective from May 1, 2019 and will expire on April 30, 2022, unless altered or amended in the meantime by mutual consent of the parties hereto, and shall be deemed to be renewed thereafter year to year unless written notice to negotiate a new Agreement is given by either party to the other party during the month of January prior to the expiry date of this Agreement or the expiry date of any extended term thereof.
- 1:02** Within ten (10) days after the receipt of such written notice or within such additional time as may be mutually agreed upon, representatives of the Employers and of the Union shall meet for the purpose of negotiating same. During the period of negotiations, this Agreement shall remain in full force and effect.
- 1:03** Both parties hereto agree to enforce and see that its members enforce all provisions of this Agreement and also any decision of an Arbitration Board under Article 4.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2:01** The following Articles of this Agreement shall govern the conditions and wage rates for all Insulator Journeymen, Insulator Foremen, Insulator Apprentices, Insulator Mechanic, and Construction Worker in the Manitoba Industrial/Commercial/Institutional (ICI) Construction Industry.
- 2:02** Notwithstanding **2:01** above, this Agreement does not apply to any project covered by a collective agreement between the Manitoba Hydro and the Allied Hydro Council of Manitoba or to the Heavy Construction Industry as defined in the Construction Industry Wages Act, or to the Residential Shelter Industry as defined under the Construction Industry Wages Act.
- 2:03**
- (i)** Except in the case of Union organizing campaigns, the Union will not supply any of its members to any Employer who is not a party to this Agreement.
 - (ii)** Neither party shall sign any agreement within their trade for different monetary provisions and/or working conditions contained in the agreement in the area designated in Article **2:01** of this Article unless mutually agreed to in writing between the parties to this Agreement. Said agreement shall contain the identical terms and conditions of employment, including all monetary benefits, as are contained in this Agreement and without restricting the generality of the foregoing, any collective agreement so concluded shall provide for the deductions and remittances outlined in this Agreement.
 - (iii)** It is specifically agreed that in the event of any default(s), violation(s) or infraction(s) of this provision by the Union, then the Employers who are party to this Agreement, may avail themselves, in whole or in part, of a practice similar to the conditions established by the default(s), violation(s) or infraction(s) for as long as they continue; any Article contained in this Agreement notwithstanding.
 - (iv)** 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 Contractor and then proceeded to do the work themselves.
 - (v)** The Union shall not supply labour to Employers that have non-Union workers (including Employers and/or Partners, etc.) applying insulation.
- 2:04** The Union recognizes the Construction Labour Relations Association of Manitoba as the sole and exclusive bargaining representative for all of its member Employers bound hereunder and agrees that the Construction Labour Relations Association of Manitoba may represent the Employer in all contract observance disputes involving its members.

2:05 The Construction Labour Relations Association of Manitoba recognizes the Union as the sole and exclusive bargaining representatives for all employees bound hereunder and agrees that the Union may represent the employees in all contract observance disputes.

2:06 Status of Signatories to Agreement

The Employers who have agreed to be bound to this Agreement either through the Construction Labour Relations Association of Manitoba or as individual firms shall be parties to this Agreement as principals, however, their status shall be several and not joint, and they should be individually severable with regard to benefits hereunder or by separate agreement which are revokable for cause.

ARTICLE 3 - OBJECTS

- 3:01** The object of this Agreement is to stabilize the industry and to prevent any lockout or strike, and to ensure a peaceable adjustment of any and all grievances, disputes, and differences that may arise between the parties hereto.
- 3:02** It is the intent and purpose of the parties hereto to promote and improve the industrial and economic relations between the Employer, and the employees and the Union, in order to allow the trade to ensure a standard of efficiency for the protection of the public, and for the persons engaged in such business, by the establishing and maintaining of fair conditions and settling differences that may arise between the parties to this Agreement, and to maintain industrial peace through collective bargaining between the parties hereto.
- 3:03** It is also the intent of the parties hereto to prevent unnecessary costs to the general public, by prohibiting slowdowns, the forcing of overtime, the use of standby crews, spread work policies and other objectionable practices.
- 3:04** To enable Union members and Employers to secure work, the Business Manager or his designated Representative, may modify such terms and/or conditions in this Agreement as is necessary to enable the parties to secure work, which by its nature or location, or for special reasons may not be obtainable to the parties hereto.

If for certain reasons the Business Manager needs time to review such necessary amendments, he will have twenty-four (24) hours to do so. Any special amendment granted will apply equally to all parties signatory to this Agreement.

ARTILCE 4 – GRIEVANCES AND ARBITRATION

GRIEVANCE PROCEDURE

4:01 Step 1:

Should an employee have a misunderstanding or complaint under this Agreement, he shall first discuss it with his Steward or other Union official who will then discuss it with the Foreman, or directly with the Foreman or Representative of his Employer if a Foreman, Steward or other Union official is not on the job, within five (5) working days from the first happening of the incident upon which the misunderstanding or complaint is based.

For the purpose of determining the time limit on grievances concerning hours of work, overtime, wages and other monetary allowances the commencement of the limiting time shall begin with the receipt by the employee of the wage data set forth in Article 9 of this Agreement.

Step 2:

If the matter is not satisfactorily settled the complaint shall be stated in writing, signed by the employee(s), and the employee or a Union official acting on behalf of the employee, either alone or in the presence of the employee, shall discuss it with his Employer within ten (10) working days from the time the happening of the occurrence upon which the misunderstanding or complaint is based (if the written grievance is not submitted within this ten (10) working day period it shall be considered resolved for the purposes of this Grievance Procedure and no further action will be taken by the Employer or the Union). The written grievance shall set forth the particulars of the complaint, the date(s) of the alleged violation, the Article(s) of the Agreement which the employee(s) alleges have been violated, and the remedy sought. No grievance shall exist which is not presented in a timely fashion, and which does not include the information set forth above.

Employees working in rural areas and not commuting to Winnipeg will be deemed to have complied with the time limits for Step 2 if, during the limiting period, they have written and posted a letter detailing their complaint to either their Union or their Employer. The Union and the Employer will then have five (5) days to settle the grievance at Step 2 following receipt of the employee's letter. The proposed disposition of the Employer shall be given to the Union in writing.

Step 3:

If the matter is still not settled within five (5) working days, the complaint, stated in writing as set out in Step 2 above, shall be referred within five (5) working days of the exhaustion of Step 2 procedure, to Step 3, and representatives of the Union and the Construction Labour Relations Association of Manitoba shall discuss and endeavor to settle the matter within ten (10) working days from the time the written complaint was received or such further time as the parties may mutually agree in writing. The proposed disposition of the party grieved against shall be given in writing to the other party.

- 4:02** The Construction Labour Relations Association of Manitoba will receive written notification of all contract observance disputes involving its members that are not settled summarily on the job site in Step 1 of the Grievance Procedure. Copies of all Step 2 grievances against Employers shall be delivered to the Construction Labour Relations Association of Manitoba at the same time the grievance is delivered to the Employer involved. Should an Employer file a grievance against the Union a copy of the grievance shall be delivered to the President of the Union at the same time the grievance is delivered to the Union involved.
- 4:03** Any agreement arrived at between the parties during or subsequent to the above steps shall be binding upon both parties and on the persons concerned.
- 4:04** Should either of the parties to this Agreement have a misunderstanding, complaint, or dispute under this Agreement against the other party, the grievance shall be stated in writing giving the details as set forth in Step 2, the grievance procedure shall commence with Step 3 and this procedure must be initiated within thirty (30) days of the occurrence of the matter upon which the grievance is based.
- 4:05** It is agreed by both parties to this Agreement that no complaint or dispute under this Agreement may be submitted to arbitration until after exhausting the above grievance procedure in connection with it.
- 4:06** It is agreed by both parties that the Labour Management Relations Committee shall attempt to resolve any grievance that may arise between any member of the Construction Labour Relations Association of Manitoba who is a party to this Agreement, and the Union, whether that member be a regular member of an extra Provincial member and regardless of whether or not such member is a member of the Winnipeg Construction Association, the Mechanical Contractors Association of Manitoba, Inc., The Masonry Contractors Association of Manitoba, or any other construction organization.
- 4:07** Should any grievance not be submitted within the time limits specified above, it shall be considered to have been settled on the basis of the last reply to the grievance. If no decision has been given to the grieving party or his (its) representatives within the time limits specified above or if the grievance is not satisfactorily resolved by the reply, the grieving party shall be entitled to submit the grievance to the next step including arbitration providing they do so within the time limits provided. The time limits herein set forth are of the essence of the Agreement and are to be strictly applied. No grievance shall exist which is not processed in accordance with the procedure, and time limits set forth.

ARBITRATION PROCEDURE

- 4:08** Failing a satisfactory settlement in Step 3, either party may refer the dispute to arbitration by giving notice to the other party in writing within the next ten (10) calendar days or such longer period of time as the parties mutually agree to in writing.
- 4:09** Unless both parties agree to the selection of a Sole Arbitrator within ten (10) calendar days following the matter being referred to arbitration, each party shall in the next ten (10) calendar days give notice to the other party in writing naming its nominee to the Arbitration Board.
- 4:10** The two (2) named members of the Board shall, within ten (10) calendar days name a third member of the Board who shall be the Chairperson.
- 4:11** In the event of failure to agree upon a Chairperson, the Minister of Labour for the Province of Manitoba shall be requested to appoint a Chairperson.
- 4:12** The Arbitration Board or the Sole Arbitrator shall not be empowered to make any decisions inconsistent with the provisions of this Collective Agreement, or to modify or amend any portion of this Agreement.
- 4:13** The Board or Sole Arbitrator shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the Sole Arbitrator shall be final and binding and enforceable on all parties.
- 4:14** **Clarification of Decision**
Within ten (10) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration or Sole Arbitrator, to reconvene. Within ten (10) calendar days the Board of Arbitration or the Sole Arbitrator shall reconvene to clarify the decision.
- 4:15** **Expenses of the Board/Sole Arbitrator**
Each party shall pay:
- (a) the fees and expenses of the Nominee it appoints.
 - (b) one-half the fees and expenses of the Chairperson or Sole Arbitrator.
- 4:16** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement between the parties, in any manner whatsoever.
- 4:17** The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 5 - STRIKES AND LOCKOUTS

- 5:01** It is agreed by the Union that there shall be no strike or slowdown either complete or partial, or other action by the Union, or any member of the Union whose employment is subject to this Agreement, which will stop or interfere with production during the life of this Agreement or while negotiations for a renewal of this Agreement are in progress.
- 5:02** It is agreed by the Employers that there shall be no lockout during the life of this Agreement or while negotiations for renewal of the Agreement are in progress.
- 5:03** The rights of individuals as set forth in any Provincial Statute are recognized by the parties to this Agreement provided only that those statute rights which can be modified by agreement and are modified herein shall apply as modified.
- 5:04** i) Notwithstanding **5:01** or **5:02** above, where negotiations for a new Collective Agreement have been requested and/or entered into in accordance with the relative provisions of Article 1, and a new Collective Agreement has not resulted, then either party may affect termination of the Collective Agreement on the expiry date, by notifying the other party in writing seven (7) days prior, and a copy of such notice shall be filed with the Manitoba Labour Board.
- ii) In the event that the Agreement should be extended in accordance with the relative provisions of Article 1, then the dates specified in **i)** above will be advanced correspondingly and no legal strike or legal lockout shall take place until five (5) days have elapsed following receipt of the notice referred to herein.

ARTICLE 6 - MANAGEMENT

The Union recognizes the exclusive rights of the Employer to determine matters in respect to employment, advancement, discharge of employees, efficient operations of the Company. These rights of management include but are not restricted to the following:

- 6:01** The right to select, hire, discharge and lay off, provided only that the grievance procedure shall apply if an employee alleges unjust treatment arising out of:
 - i) A claim for the monetary benefits provided under this Agreement.
 - ii) Bringing to the Employers attention any alleged violation of a statute of the Province of Manitoba.
- 6:02** The right to appoint Foremen, General Foremen, Supervisors, etc.
- 6:03** The right to organize their work and project schedule in the way they believe most economical.
- 6:04** The right to allocate the working forces.
- 6:05** The right to decide what tools, machinery, equipment and/or material will be employed on the job.
- 6:06** The right to buy and to use prefabricated material on the job.
- 6:07** The right to sublet any portion of the work on a time and material basis or by lump sum price for both labour and material.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

Nothing contained herein shall be construed as a guarantee by the Employer for the supply of the daily or weekly hours of work herein set forth.

7:01 Provided the applicable overtime premiums are paid, it is agreed that the Employer has the right to require the working of specified amounts of overtime as a condition of hire when same is required to meet the scheduling considerations of any project, and to require the working of overtime reasonably necessary to meet emergency situations.

7:02 Conditions applicable to work within the Winnipeg thirty-two kilometer (32 km) Zone, the City of Brandon, Manitoba, and all major building construction projects as defined by the Construction Industry Wages Act.

1. Eight (8) hours shall constitute a regular shift for five (5) days Monday to Friday inclusive except as may be modified elsewhere in this Agreement.
2. The regular shift shall normally be worked from 8:00 a.m. until 12:00 noon and from 12:30 p.m. until 4:30 p.m. By arrangement with the affected employees, determined prior to the commencement of the shift, the hours during which a regular shift may be worked can be either advanced or retarded up to a maximum of two (2) hours. The Employer will notify the Union when such adjustments occur.
3. Notwithstanding the above, to allow for flexibility where necessary, up to forty (40) hours may be worked in any six (6) days Monday to Saturday, at straight time rates, with notification to the Union office, and with the employees' consent.
4. Excluding Alterations, Maintenance, Repair and Service Work per Sub Article **7:04 (5)**.; when a full eight (8) hour rest period between shifts has not been given to an employee, then one and one-half times (1 1/2x) the regular straight time hourly rate will be paid for all additional hours worked until the employee has had a full eight (8) hour rest period.

The following Article 7:02 specifically applies for “Commercial Work” only:

7:02 Conditions applicable to work within the Winnipeg thirty-two kilometer (32 km) Zone, the City of Brandon, Manitoba, and all major building construction projects as defined by the Construction Industry Wages Act.

1. Eight (8) hours shall constitute a regular shift for five (5) days Monday to Friday inclusive except as may be modified elsewhere in this Agreement.
2. The regular shift shall normally be worked from 8:00 a.m. until 12:00 noon and from 12:30 p.m. until 4:30 p.m. By arrangement with the affected employees, determined prior to the commencement of the shift, the hours during which a

regular shift may be worked can be either advanced or retarded up to a maximum of two (2) hours. The Employer will notify the Union when such adjustments occur.

3. Notwithstanding the above, to allow for flexibility where necessary, up to forty (40) hours may be worked in any six (6) days Monday to Saturday, at straight time rates, with notification to the Union office, and with the employees' consent.
4. Excluding Alterations, Maintenance, Repair and Service Work per Sub Article **7:04 (5)**.; when a full eight (8) hour rest period between shifts has not been given to an employee, then one and one-half times (1 1/2x) the regular straight time hourly rate will be paid for all additional hours worked until the employee has had a full eight (8) hour rest period.
5. Notwithstanding the above, to allow for flexibility on projects coming under the jurisdiction of the Greater Winnipeg and Major Building Construction Wage Schedule a maximum of ten (10) hours per day, 40 hours per week may be worked at the regular rate of pay, subject to the mutual agreement of the individual employee and the Employer.

7:03 Conditions applicable to work done on all projects not detailed as falling within the scope of **7:02** above.

1. The regular shift shall normally be worked between the hours of 7:00 a.m. and 12:00 noon and from 12:30 p.m. until 5:30 p.m. By arrangement with the affected employees, determined prior to the commencement of the shift, the hours during which a regular shift may be worked can be either advanced or retarded up to a maximum of two (2) hours. The Employer will notify the Unions when such adjustments occur.
2. If a majority of the affected employees agree then up to ten (10) hours per day can be worked Monday to Friday at straight time provided that no employee shall work in excess of forty (40) hours in any one week at straight time.

The following Article 7:03 specifically applies for “Commercial Work” only:

7:03 Conditions applicable to work done on all projects not detailed as falling within the scope of **7:02** above.

1. In rural areas where transportation, travel time and board and room are paid the daily hours of work shall be:

Monday to Thursday inclusive - nine (9) hours per day.
Friday - eight (8) hours per day.

2. The regular shift shall normally be worked between the hours of 7:00 a.m. and 12:00 noon and from 12:30 p.m. until 5:30 p.m. By arrangement with the affected employees, determined prior to the commencement of the shift, the hours during which a regular shift may be worked can be either advanced or retarded up to a maximum of two (2) hours. The Employer will notify the Unions when such adjustments occur.
3. Notwithstanding Sub Article **7:03 (1)** above, if a majority of the affected employees agree then up to ten (10) hours per day can be worked Monday to Friday at straight time provided that no employee shall work in excess of forty-four (44) hours in any one (1) week at straight time.
4. Notwithstanding Sub Article **7:03 (1)** and Sub Article **7:03 (3)**. above, if a complete day's work is lost Monday to Friday due to inclement weather then eight (8) hours may be worked at the option of the employee on Saturday at straight time rates, provided that no employee shall work in excess of forty-four (44) hours in any one (1) week at straight time rates.
5. Notwithstanding the above, to allow for flexibility on projects coming under the jurisdiction of the Greater Winnipeg and Major Building Construction Wage Schedule a maximum of ten (10) hours per day, forty (40) hours per week may be worked at the regular rate of pay, subject to the mutual agreement of the individual employee and the Employer.

7:04 Conditions Applicable to all work no matter where situated.

Except as otherwise herein expressly provided, the following premiums and conditions shall apply:

1. Daily Overtime
If more than the recognized daily hours are worked in any one (1) shift, then such additional hours shall be paid for at the rate of one and one-half times (1 1/2x) the regular straight time hourly rate.
2. Saturday Work
All hours worked on Saturday shall be paid for at the rate of one and one-half times (1 1/2x) the regular straight time hourly rate for all subsequent overtime hours.
3. Sunday and Holiday Work
All hours worked on Sundays shall be paid for at one and one-half times (1 1/2x) the regular straight time hourly rate. All hours worked on Legal Holidays specified in Article 11 of this Agreement, shall be paid for at double (2x) the regular straight time hourly rate.

4. Shift Work:
- (a) The starting time and quitting time for shift work will be decided by the Employer.
 - (b) Overtime for shift work shall be in accordance with the provisions set forth in Sub Articles **7:04 (1); (2); & (3)**. above as is applicable due to the location or classification of the work.
 - (c) For purposes of computing overtime premium applicable for Saturday, Sunday and holiday work the following rules shall apply:

Except as elsewhere provided for in this Agreement:

Saturday overtime premium is due from 6:00 a.m. Saturday until 6:00 a.m. Sunday. Sunday overtime premium is due from 6:00 a.m. Sunday until 6:00 a.m. Monday. Holiday overtime premium is due from 6:00 a.m. on the holiday until 6:00 a.m. the following day.

- (d) Except in the case of an emergency the Union will be notified when shift work is worked.
- (e) An employee who works the majority of his hours between 16:00 hours and 24:00 hours will receive shift premium at the amount of two dollars (\$2.00) per hour above the base hourly rate for all consecutive hours worked. In the case of an employee working the majority of his hours between 00:01 hours a.m. and 08:00 hours he will receive shift premium at the amount of two dollars (\$2.00) per hour above the base hourly rate for all consecutive hours worked.

It is agreed that shift premium will not be paid when an employee is receiving overtime pay under this Collective Agreement.

5. Alterations, Maintenance, Repair and Service Work:
- Notwithstanding the provisions of any other Sub Articles in Article 7 if with regard to alterations, maintenance, repair and service work only, conditions are such that work on any particular job cannot be done within the normal hours of work then the work can be done at regular straight time rates during any hours that constitute a shift on that job. No more than eight (8) hours will be worked in any shift at straight time rates. If additional hours are worked on any shift then such additional hours shall be paid for at the rate of time and one-half (1 1/2x) the regular straight time hourly rate.

If the shift ends after the public transit system ceases to run and if the employee has no transportation available then the Employer will supply transportation home.

6. Starting and Quitting Time:
Workers will be at their place of work at the regular starting time and shall remain until regular quitting time.
7. Lunch Period:
A thirty (30) minute lunch period shall be allowed to all employees on each regular shift, unless otherwise mutually agreed between the Employer and the employees.
8. Overtime Lunch Provided by Employer:
Where an employee has not been advised prior to reporting for his shift that he will be working an extended shift he shall be provided with an adequate meal at the Employer's expense after the first two (2) overtime hours provided it appears likely that more than an hour's work remains to be done, and every four (4) overtime hours thereafter. All employees will be given at least a one-half (1/2) hour lunch break without pay, or allowed sufficient time to eat at the Employer's expense after the first two (2) overtime hours and every four (4) overtime hours thereafter.
9. Coffee Breaks:
An opportunity will be allowed for employees to partake of non-alcoholic drinks twice in each regular shift, once in the first half of the shift and once in the second half of the shift, when such drinks are available on the job site. A person may be detailed by the Employer to distribute the drinks. Any abuse of this privilege shall be cause for its withdrawal from any employee abusing this privilege. The break shall be ten (10) minutes.

If more than two (2) hours overtime is going to be worked, a coffee break without loss of time shall be allowed to employees upon commencement of the overtime. Any employees working an extended shift will, in addition to the above, be allowed such a break after the first four (4) hours of overtime, and every two (2) hours thereafter.

The following Article 7:04 specifically applies for “Commercial Work” only:

7:04.

1. Overtime
All overtime hours worked and all hours worked on any of the legal holidays specified in Article 11 of this agreement shall be paid at one and one-half (1 ½) times the regular straight time rate.
2. Starting and Quitting Time:
Workers will be at their place of work at the regular starting time and shall remain until regular quitting time.
3. Lunch Period:
A thirty (30) minute lunch period shall be allowed to all employees, unless otherwise mutually agreed between the Employer and employees.
4. Overtime Lunch Provided by Employer:
Where an employee has not been advised prior to reporting for his shift that he will be working an extended shift he shall be provided with an adequate meal at the Employer’s expense after the first two (2) overtime hours provided it appears likely that more than an hour’s (1) work remains to be done, and every four (4) overtime hours thereafter. All Employees will be given at least a one-half (1/2) hour lunch break without pay, or allowed sufficient time to eat at the Employer’s expense after the first two (2) overtime hours and every four (4) overtime hours thereafter.
5. Coffee Breaks:
An opportunity will be allowed for employees to partake of non-alcoholic drinks twice in each regular shift, once in the first half of the shift and once in the second half of the shift, when such drinks are available on the job site. A person may be detailed by the Employer to distribute the drinks. Any abuse of this privilege shall be cause for its withdrawal from any employee abusing this privilege. The break shall be ten (10) minutes.

If more than two (2) hours overtime is going to be worked, a coffee break without loss of time shall be allowed to employees upon commencement of the overtime. Any employees working an extended shift will, in addition to the above, be allowed such a break after the first four (4) hours of overtime, and every two (2) hours thereafter.
6. Alterations, Maintenance, Repair and Service Work:
Notwithstanding the provisions of any other Sub Articles in Article 7 if with regard to alterations, maintenance, repair and service work only, conditions are such that work on any particular job cannot be done within the normal hours of work then the work can be done at regular straight time rates during any hours that constitute a shift on that job. No more than eight (8) hours will be worked in any shift at straight time rates. If additional hours are worked on any shift then such additional

hours shall be paid for at the rate of time and one-half (1 ½) the regular straight time hourly rate.

If the shift ends after the public transit system ceases to run and if the employee has no transportation available then the Employer will supply transportation home.

7. Shift Work:

- (a) The starting time and quitting time for shift work will be decided by the Employer.
- (b) Overtime for shift work shall be in accordance with the provisions set forth in **7:04 (1)**.
- (c) For purposes of computing overtime premium applicable for Saturday, Sunday and holiday work the following rules shall apply:

Except as elsewhere provided for in this Agreement:

Saturday overtime premium is due from 6:00 a.m. Saturday until 6:00 a.m. Sunday. Sunday overtime premium is due from 6:00 a.m. Sunday until 6:00 a.m. Monday. Holiday overtime premium is due from 6:00 a.m. on the holiday until 6:00 a.m. the following day.

- (d) Except in the case of an emergency the Union will be notified when shift work is worked.

ARTICLE 8 - REPORTING TIME

- 8:01** When a prospective employee is requested to report on a job for hiring, he shall report at the required time, suitably dressed, with tools and prepared for work, he will be considered definitely hired. He shall receive not less than three (3) hours' pay at the regular rate.
- 8:02** When an employee employed by a Contractor arrives at his regular place of work, without due notification by the Foreman or Employer not to do so and is not placed in employment by the Foreman or Employer, he shall be reimbursed a minimum of three (3) hours' pay. If provided he remains on the job site for three (3) hours and under four (4) hours and is not placed in employment by the Foreman or Employer, then he shall be reimbursed a minimum of four (4) hours' pay.

ARTICLE 9 - WAGES - HOW PAID

- 9:01** Unless other mutually agreeable arrangements are made between the parties, or unless other arrangements are already in effect prior to the conclusion of this Agreement, wages shall be paid in cash, cheque, or by direct deposit once a week on the job site during working hours and not more than two (2) days' pay shall be held back.
- 9:02** The Employer shall provide a separate detachable slip, showing the date of pay period, number of hours at regular time, number of hours at premium time, other earnings, gross earnings, deductions and reasons for deductions, net pay and company name.
- 9:03** The Employer will provide a slip for subsistence allowance stating the job and date.
- 9:04** All Insulation Trade Division Contractors will ensure that the applicable commuting/mileage allowance and/or subsistence allowance shall be paid to the employee no later than three (3) working days after the employee commences employment.

ARTICLE 10 - IN CASE OF INJURY

- 10:01** Should an employee, as a result of injury incurred in the performance of his work, require first aid treatment, he shall be paid for the time taken off work for the initial treatment. Should an employee be injured to the extent that he becomes a Workers Compensation Act case, he shall be paid to the end of the half shift in which he was injured and should he be off work due to the accident and on compensation for a minimum period of one (1) week, then he shall be paid to the end of the full shift in which he was injured.
- 10:02** The employee must report the accident on the day it occurs, or as soon as he becomes aware that he has been injured, to his Foreman or Employer and compensation forms are to be filled out correctly, as soon as possible, when necessary.
- 10:03** The Foreman or Employer's Agent shall gather the injured employee's tools and belongings and place them in his tool box and in the lock-up room. The Employer will then be responsible for these tools until they are removed from the site by a responsible person or until the owner returns to work.

ARTICLE 11 - LEGAL HOLIDAYS

11:01 The following shall be observed as legal, statutory or general holidays each year:

- i) New Year's Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day which is proclaimed by the Federal or the Provincial Government as a legal, general or statutory holiday.
- ii) In addition a properly proclaimed Civic Holiday will also be observed within the boundaries of the Municipal area where it is proclaimed.

11:02 When Christmas Day, New Year's Day or Canada Day falls on a Saturday or Sunday, the parties may, by mutual consent, agree to an alternate day off.

11:03 Whether or not an employee works on any of the above mentioned legal, statutory, general or civic holidays, he shall receive in lieu of paid holidays, four point five (4.5%) percent of his gross hourly rate for each hour worked (gross hourly rate shall be deemed to mean his base hourly rate plus six percent (6%) of same).

11:04 The employee shall receive this allowance at the time and under the conditions set forth in the Employment Standards Act.

ARTICLE 12 - ANNUAL VACATION AND VACATION PAY

12:01 Annual vacation will be arranged as provided in the Manitoba Employment Standards Code for the Province of Manitoba.

12:02 Vacation Pay allowance will be accumulated for the credit of each employee at the rate of six (6%) percent of the employee's standard hourly rate for each hour worked.

12:03

- (i) Advance payment in lieu of pay at time of vacation in the amount set forth in **12:02** above shall be added to each employee's weekly wages and taxed on each pay period.

- (ii) The Union and the Local covenants and agrees that the Union, the Local, its officers, members, or any person referred to the Employer for employment, shall NOT initiate any claim or action whatsoever alleging that the method of payment for vacation pay specified herein, in lieu of paid vacation as set forth under the Manitoba Employment Standards Code is improper in satisfaction of the Employer's obligations under said Code, and for greater clarity it is specifically agreed that double payment for vacation, once under the Agreement and once under the Code, is not to occur. It is further agreed that the Union and the Local will indemnify the Employer and save him harmless in the event of such a claim by its officers, members or by any person referred to the Employer by the Union for employment by the Employer.

ARTICLE 13 - TOOLS - WHO PROVIDES AND RESPONSIBILITY FOR AND CARE OF

- 13:01** A mechanic's tools are his means of livelihood and must be kept in good condition at all times.
- 13:02** The employee must accept responsibility for the tools and equipment furnished by the Employer and will be given time to put these tools and equipment in the designated place. He must report the breakage or loss of any of these tools and equipment immediately to his Superior.
- 13:03** An employee found misusing company tools or equipment may be held responsible.
- 13:04** Responsibility for normal wear and tear of tools and equipment supplied by the Employer is accepted by the Employer on return of broken or worn tools and equipment.
- 13:05** The Employer will be responsible for compensation for tools and equipment destroyed by fire or loss by breaking and entering from a storage place provided by the Employer.
- 13:06** Claim for lost or destroyed tools and equipment must be submitted in writing with list of such tools and equipment and value thereof, and substantial evidence of loss. Such list must be submitted within five (5) working days of loss unless good reason can be shown for not having done so.
- 13:07** Journeymen and Apprentices shall be required to supply the ordinary hand tools and equipment of the Trade.
- 13:08** "Tools and Equipment" as used in Articles **13:05**, **13:06** and **13:07** shall be defined to mean:
- (i) The tools and equipment of the trade as listed in **13:10** below.
 - (ii) Such other tools and equipment as the Employer and the employee shall mutually agree are required for work on that project.
- 13:09** An approved respirator shall be furnished by the Employer on request. Replacement respirators will be furnished by the Employer on request. Replacement respirators will be provided at no cost, only when the used respirator is turned into the Employer's representative, and is obviously unfit for further use. If the used respirator is not turned in the cost of the new respirator will be deducted from the employees pay. A supply of respirator filters shall be available at no cost to the employee.

13:10 All persons working at the Insulation Trade will provide themselves with the following tools as a minimum required by the trade:

<u>Tool List:</u>	<u>3rd & 4th Year</u>	<u>2nd Year</u>	<u>1st Year</u>
1 tool pouch or carryall	X	X	X
1 16ft tape	X	X	X
1 pair 7" or 8" nippers	X	X	X
1 knife	X	X	X
1 banana knife or utility knife	X	X	X
1 scissors	X	X	X
2 Metal Masters (M1 & M2)	X	X	X
1 pointer trowel, 5" or 6"	X	X	X
1 pruning saw	X	X	
1 keyhole saw	X	X	
1 scratch awl	X		
1 hammer	X		
1 set of dividers	X		
1 screwdriver set	X		
1 12" tin snips	X		
1 flat trowel, 4 ½" x 11"	X		

13:11 The Employer shall furnish and maintain without charge to the employee:

- all necessary power tools
- all necessary protective devices
- handcleaner and protective face cream (vas.)
- special brushes and staple gun
- all metal cutting tools that are worn out or damaged due to work on stainless steel metal

The Employer will provide work gloves (leather palm) upon request of the employee. The employee will return worn-out work gloves to their Employer prior to receiving a new pair. The Employer will provide coveralls to employees who are working with foam glass, mastics and bulk adhesive products. The employee will return worn-out coveralls to their Employer prior to receiving a replacement pair at no charge and will return the coveralls when the work in question is completed.

13:12 The employee shall be responsible for the return in good condition of all protective devices, power tools, tools and protective clothing issued by the Employer. The Employer accepts the responsibility for normal wear and tear. The employee may be charged depreciated replacement cost for lost or abused items.

ARTICLE 14 - SHELTER, SANITARY ARRANGEMENTS AND SAFETY

14:01 A clean and adequate place of shelter sufficiently heated and securely locked in which the employees may eat their lunch and which also provides a sufficiently secure place to keep their tools and clothes shall be provided. The shelter may be used for storage but sufficient room for the employee's needs shall be kept separate from building material and other construction paraphernalia. Should the duration or the size of the project make it impractical for a storage shelter to be provided the Employer will supply a securely locked "gang box" in which the employees may store their tools with due regard to the safety thereof. This area will not be used to store insulation, gasoline or other volatile material.

14:02 The Employer shall provide adequate sanitary facilities on the job site commensurate with the number of men employed as laid down in Municipal, Provincial and Federal Government regulations.

14:03

- i) The Safety Regulations as laid down by the Workplace Safety and Health Act shall be adhered to;
- ii) The employee must accept responsibility for the safety equipment issued by the Employer and must report the loss or damage of any of the items so issued to his Superior or Employer;
- iii) Parties agree that the Employer will provide one new hard hat (including liner) per year when required provided the old hat is returned to the Employer at that time.
- iv) No smoking or coveralls will be allowed in the Employer's designated lunchroom.
- v) Employees shall be given five (5) minutes to wash their hands prior to their lunch break and prior to the end of the daily work shift.

ARTICLE 15 - STANDARD OF WORK AND LIMITATIONS

- 15:01** There shall be no limit on production of workmen or restriction on the full use of proper tools or equipment and there shall not be any task work or piece work. The value of production incentive plans is acknowledged by the parties to this Agreement.
- 15:02** It is agreed that the Union will not allow its members to contract for any work on a labour basis. Further, the Union will not allow its members to work for an Employer not signatory to this Agreement for less wages than set forth in this Agreement.
- 15:03** Members of the Union shall not work at their trade for hire for anyone after completing their day's work for their regular Employer nor will they work for other Employers on Saturday, Sunday, holidays or their scheduled days off at less than the overtime rates prescribed herein.
- 15:04** Disciplinary action is to be taken by both Union and the Employer against any infraction of this Article.
- 15:05** The employee has the right to refuse to continue working beyond twelve (12) consecutive hours on a daily shift.

ARTICLE 16 - COMMUTING BEYOND THE BOUNDARIES OF THE OUTER PERIMETER HIGHWAY

When an employee, by arrangement with the Employer, commutes to a job beyond a thirty-two (32) kilometre radius free zone of the outer Winnipeg Perimeter Highway, he shall receive the following travel time allowance from the outer edge of the free zone to the job site and return to the free zone, or from his place of residence and return, whichever is the lesser distance.

16:01 If transportation is supplied by the employee, he shall receive compensation for each road km in accordance with the terms set forth in the preamble on the following basis:

May 1, 2019, Fifty-eight cents (58¢) per kilometre (will be updated to the most current CRA Automobile km Allowance Rate when adjusted by CRA).

16:02 If transportation meeting all legal requirements is supplied by the Employer, no transportation cost allowance shall be paid to the employee.

16:03 An allowance of twenty cents (\$0.20) per mile (thirty-two cents (\$0.32) per kilometre) will be paid in lieu of travel time for each road mile travelled under the terms and conditions set forth in the preamble to each employee.

ARTICLE 17 - TRANSPORTATION AND TRAVEL TIME AND BOARD AND ROOM

Employees sent by the Employer to jobs outside of the Metropolitan Winnipeg area shall receive the following transportation travel time and board and room allowances if commuting and travel allowance as outlined in Article 16 are not paid.

17:01 Transportation and travel time shall be payable from Winnipeg or from place of residence, whichever is the shorter distance. Men travelling will be entitled to board and sleeping accommodations where available.

- (i) To the job site:
Transportation to the job site plus travel time at the individual's straight time rate for all hours travelled (including Saturdays, Sundays and Legal Holidays) up to a maximum of twelve (12) hours pay for each calendar day of travel shall be paid provided that the employee remains employed on the job site for the period of his assignment or during the first thirty (30) calendar days of his current assignment to that project whichever is the shorter and is not of his own volition unavailable for work during that time.
- (ii) From the job site:
Return transportation to Winnipeg or to place of residence, whichever is the shorter distance plus travelling time as above shall be paid provided that the employee remains employed on the job site for the period of his assignment, or in accordance with the days in the tour of duty as set out in (iii) below, whichever is the shorter and is not of his own volition unavailable for work during that time.
- (iii) Within One Hundred (100) mile (one hundred sixty point nine three (160.93) km) radius
A return fare, travel time and authorized travel expenses will be paid to each employee every sixty (60) calendar days if the job site is within a radius of one hundred (100) miles (one hundred sixty point nine three (160.93) kilometre) of the corner of Broadway and Osborne in the City of Winnipeg.
- (iv) When an employee is working on a project beyond a one hundred (100) mile (one hundred sixty point nine three (160.93) kilometre) radius from the City of Winnipeg he shall if he wishes to return, be provided with return transportation, travel time and authorized travel expenses by the Employer after he has served the required number of calendar days in his tour of duty. The required number of calendar days will be as follows:

All wrap periods shall comprise of twenty-nine (29) calendar days (one (1) day travel + twenty-eight (28) days on site thereafter).

If the employee returns to the project within fourteen (14) calendar days of the end of his first tour of duty he shall be considered to be serving his second consecutive tour of duty.

One-half of the return fare will be paid to the employee on his leaving the job and the balance of the money due him will be paid upon his return to the job site.

- (v) When an employee, by prior arrangement with his Employer, travels by private vehicle, he shall receive Fifty-eight cents (58¢) per kilometre traveled to the jobsite, which will comprise of his travel time and car allowance (will be updated to the most current CRA Automobile Kilometre Allowance Rate when adjusted by CRA).

17:02 If, by arrangement with the Employer, the employee is allowed the option of arranging his own board and room in lieu of receiving board and room arranged by the Employer as set forth above, the employee shall receive a board and room expense refund on the following basis:

(i) **Within One Hundred and Four (104) Kilometres**

On out of town work within one hundred and four (104) kilometres of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee the lesser of commuting allowance and travel time of Fifty-eight cents (58¢) per kilometre (will be updated to the most current CRA Automobile Kilometre Allowance Rate when adjusted by CRA) and travel time of thirty-two cents (32¢) per kilometre as per Article **16:03** to a maximum of **\$90.48** per day worked.

(ii) **Between One Hundred and Four (104) and Two Hundred and Twenty-Five (225) Kilometres**

On out of town work located between one hundred and four (104) kilometres and two hundred and twenty-five (225) kilometres of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee a minimum subsistence allowance per day worked as follows (subject to the employee working the Employer scheduled daily work hours or having an excuse that is acceptable to the Employer):

Effective May 1, 2019: One Hundred & Fifty Dollars - **\$150.00**

(iii) **Beyond Two Hundred and Twenty-Five (225) Kilometres**

On out of town work located beyond two hundred and twenty-five (225) kilometres of the Winnipeg Perimeter Highway, the Employer shall reimburse the employee a minimum subsistence allowance per seven (7) day week as follows (subject to the employee working the Employer scheduled daily work hours or having an excuse that is acceptable to the Employer):

Effective May 1, 2019: One Hundred & Fifty Dollars - **\$150.00**

17:03 By mutual agreement between the Union and the Employer, a compressed work week of four (4) – ten (10) hour days, at regular straight time rates, may be established Monday

through Friday. An employee working a compressed work week shall receive five (5) days of living out allowance as per Article 17:02, subject to Statutory Holidays falling during the week as detailed below. A compressed work week schedule can be terminated if notice is given on the last day of the current compressed work week.

Should additional day(s) of work be required beyond the scheduled four (4) – ten (10) hour days then subsistence allowance for that week shall be paid on a days worked basis.

In the event that any Holiday specified in Article 11:01 (i) of the Collective Agreement falls during a compressed work week, then such Holiday will be considered a premium time day, and the compressed work week will be reduced accordingly, i.e. three (3) – ten (10) hour days. Accordingly, the amount of room and board or “subsistence allowance” will be paid as follows:

- (a) If the Holiday falls on the first or last work day of a compressed work week the employee shall receive room and board or “subsistence allowance” on a day’s worked plus one (1) additional day basis.
- (b) If the Holiday falls between but not on the first or last work day of a compressed work week the employee shall receive room and board of “subsistence allowance” for five (5) days.

17:04 If an employee is unable to return from a job site in which he is receiving subsistence allowance as per Article 17:02, due to inclement weather which results in the main Highways being shut down by the RCMP, (or being advised by the RCMP not to travel), the employee will be entitled to additional subsistence allowance until the RCMP re-opens the highway again.

17:05 Transportation, travel time and board and room as described in 17:01 and 17:02 above will not be paid to local residents.

17:06 It is agreed by the parties that any employee certified unfit for work by a Medical Doctor or excused from work due to injury or ill health by his Employer shall NOT be considered to be "unavailable for work of his own volition".

17:07 When an employee is required to report to a job site beyond six hundred (600) kilometres he shall receive an additional day of board and room expense for the initial day of travel to the job site, i.e. the day before he is to report for work at the job site in question.

17:08 When an employee’s board and room accommodations are a greater distance than twenty-five (25) kilometers from the job site, he shall be reimbursed commuting allowance and travel time.

ARTICLE 18 - TERMINATION OF EMPLOYMENT

18:01 When an employee terminates his employment he shall give his Employer one (1) hour's notice.

18:02 When an employee is laid off, the Employer shall give him one (1) hour's notice with pay to allow him sufficient time to clean and pack his tools and leave the job site. The Employer will mail (or submit electronically) to the employee, by registered mail, within two (2) working days of his termination of employment the employee's:

- a) Wages to time of lay off.
- b) Vacation Pay Allowances.
- c) Travel Allowance, Commuting Allowance and/or Board Allowance Due (if any).
- d) Record of Employment Slip.
- e) Statutory Holiday Pay Allowance.

If the employee prefers, he may inform the Employer when he leaves the job site that he will pick up the above items at the Employer's office in the afternoon of the second working day after his employment was terminated.

When an employee terminates his employment or is dismissed for cause: He may inform the Employer that he will pick up the items listed above (a) to (e) at the Employer's office in the afternoon of the second working day after his employment was terminated or; the Employer, after allowing the pick up period to the end of the second day will mail to the employee, by registered mail (or electronically), the items listed above (a) to (e).

If after seven (7) days the Employer has failed to provide payment to the employee, the Employer will be required to pay an additional four (4) hours straight time pay to the former employee for each day beyond the seven (7) that the former employee has not received his final pay.

18:03 Should it be necessary to reduce the working force at a contract (job) completion, the Employer shall lay off their employees in the following sequence:

- First – the potential members
- Second – the travel card members
- Third – the members of Local No. 99

ARTICLE 19 - UNION SECURITY

19:01 Stewards

1. Stewards may be appointed or elected by the Union where Union men are working provided that the Steward is a qualified workman performing work. The use of non-working Stewards will not be allowed.
2. It is agreed that the Employer will be notified in writing by the Union when a Steward is appointed. The Employer will notify the Union in writing when a Steward is discharged.
3. The Employer shall recognize that the Steward is acting for the men as a whole, and he shall not be discriminated against. He may be called upon by the Employer to assist in the settlement of grievances as set out in Article 4 of this Agreement and the Steward shall perform these duties as efficiently as possible.
4. On any job where employee(s) are employed within a classification or classifications as described within Article 21 of this Agreement, the Business Agent or other duly authorized Representative of the Union will be allowed access to such job to conduct Union business providing this is done without interfering with the progress of the work on hand and that permission has first been obtained from the Employer Representative and the Superintendent of the project, and provided that the Union Representative is covered by Workers Compensation. Such permission will not be unduly withheld.

19:02 Maintenance of Membership

1. The Employers agree to give preference in hiring members in good standing with the Union and to this end when they are hiring they will contact the Union office to determine the availability of suitable workmen. Workmen sent to jobs by the Union shall present a referral slip issued by the Union to the employee.

When non C.L.R.A.M. Insulation Trade Division Contractors are employing men, they shall employ all tradesmen from the Local's out of work list who are all in good standing with the Local until the manpower requirements are met.

2. The Union agrees to give preference to the Employers who are members of the C.L.R.A. of Manitoba, and who are parties to this Agreement in furnishing the Employer with qualified employees and to this end, when an Employer, party to this Agreement requires such men who are not immediately available, the Union will contact its qualified members who are working for companies not members of the C.L.R.A. of Manitoba, and attempt to persuade such men to work for such Contractor signatory to this Agreement. A firm time arrangement will be made between the Union and the Employer when the Union is requested to take action under this Sub Article.

3. Within the scope of this Agreement, all employees hired, shall as a condition of employment be required to obtain membership in the Union within thirty (30) days of the first day of employment and, as a condition of continued employment maintain such membership in good standing.

4.

(a) During the lifetime of this Agreement the company shall deduct each month from the pay of each employee covered by this Agreement, whether or not the employee is a Union member, the Union dues as established by the Union and as notified by the Union to the company. Such deductions shall be remitted to the Local Union not later than the fifteenth (15th) day of the following month.

When the company remits the same to the Local Union, the company shall at the same time return to the Local Union a standard deduction form supplied by the Unions and acceptable to the Employer listing the names of the employees on whose behalf deductions were made as well as indicating the amounts applicable to each employee on the list. When deductions have been made from new employees for the first time, the company shall furnish the Local Union with the employee's name, birth date, social insurance number, address and telephone number.

(b) If an employee provides the Employer with a signed authorization recognized by the Union for the deduction of initiation fees, the Employer will accept the authorization as correct and will not be held responsible for any error therein and will make deductions to be applied against the initiation fees owing in accordance with the terms of the signed authorization and remit same to the Union.

(c) Work cards, the cost of which will be the payment of dues under the provision of the check-off Article will be granted in lieu of enforced Union membership under the thirty (30) day Union Security Article under the following conditions only:

(i) If a man has sincere religious objections and can prove same by means of a letter from his minister.

(ii) If no qualified men are available, the Employer may hire unqualified workmen, who will not be required to join the Union but who will be required to take out a work card. Such men will not be retained in employ when qualified men are available.

(d) In addition to all other provisions in the Agreement the terms and conditions of Article 19 shall be subject to the following conditions:

- (i) The Union shall repudiate any strike or other concerted cessation of work whatsoever by any group or number of employees that has not been called by the Union in accordance with the Labour Relations Act of the Province of Manitoba and shall declare that any picket line set up in connection therewith is illegal and not binding on members of the Union. The repudiation and declaration shall be communicated to the company in writing within twenty-four (24) hours after the Union has been made aware of the cessation of work by the employees, or the forming of the picket lines respectively.
- (ii) The deduction on the records of the company shall constitute the sums as deducted as money held by the company in trust for the Local.
- (iii) This provision for the Union security shall be enforced by the company against each employee to whom the Agreement applies as a condition of his continuance in or entrance into the company's service.
- (iv) Any qualified employee shall have the right to become a member of the Union by paying the entrance fee and complying with the constitution and bylaws of the Union.
- (v) The company, the Union and the Local shall do all such acts and things as may be requisite or necessary to the observance and carrying out of this provision for the Union security according to the true intent thereof.
- (vi) The Employer shall not be required to discharge a workman if the Union will not accept him as a member.
- (vii) All necessary business telephone calls shall be paid by the Employer.
- (viii) It is not a condition of employment that an employee must contribute to the Employer's Donation Fund.

19:03 Whereas it being of importance to the Union that specific members of the Local who serve on various Union Committees or as Trustees of the various Funds covered by the terms of this Agreement, attend certain Union meetings (which may conflict with his working hours, it is agreed that they shall be permitted time away from his job without layoff. The Union will provide the Employer with a minimum of twenty-four (24) hours notice.

19:04 Training Courses At Point of Dispatch:

At the point of dispatch, the Local Union, when requested on the Manpower Request Form (MRF) will ensure their members have completed the following certificate based Training Courses and will list these courses on its dispatch form to the Employer.

Rights and Responsibilities

WHMIS

Aerial Platform

Confined Space

Fall Arrest

First Aid

CSTS/SCOT

19:05 The Employer must submit a Manpower Request Form (MRF) (APPENDIX “B”) electronically to the Union office during business hours within forty-eight (48) hours of requiring workers. It would be the Employer’s responsibility to identify physical demands and/or specialized trade skills (if any) under “special requirements” on the MRF at the time of the request.

ARTICLE 20 - SAVINGS CLAUSE

20:01 In the event that any of the provisions of this Agreement are found to be in conflict with any Federal or Provincial law now existing, or hereinafter enacted, it is agreed that such law to the extent that it conflicts with the terms of the Collective Agreement shall nullify and replace the conflicting provisions of the Collective Agreement without in any way affecting the remainder of the Agreement. A determination that any provision of this Agreement is found null and void or in any way conflicts with Federal, Provincial or common law in no way affects the validity of all other provisions of this Agreement and such offending provisions shall be severable from the other provisions of the Agreement.

ARTICLE 21 – WAGES & CLASSIFICATIONS

21:01 Collective Agreement Classifications and Base Hourly Wage Rates:

(A) Journeyman “A” (Commercial, Industrial, Institutional) shall be a Journeyman Insulator (Heat & Frost) who holds a current Red Seal Journeyman Licence (Ticket) for this trade.

May 1, 2019	May 1, 2020	May 1, 2021
\$31.89	Wage Re-Opener #1	Wage Re-Opener #2

(B) Journeyman “B” (Commercial, Industrial, Institutional) shall be a Journeyman Insulator (Heat & Frost) who holds a current Province of Manitoba Licence (Ticket) for this trade.

May 1, 2019	May 1, 2020	May 1, 2021
\$30.00	Wage Re-Opener #1	Wage Re-Opener #2

(C) Insulator Mechanic shall be a current member of Local 99 who has been historically paid by the Employer as an “Insulator Journeyman”. This employee does not hold a Province of Manitoba Journeyman Insulator License or does not hold a Red Seal Journeyman Insulator Licence and shall henceforth be re-classified as an Insulator Mechanic. It is understood that the Insulator Mechanic classification’s base hourly rate of pay shall remain at the May 1, 2019 rate for the first two years of this agreement.

Effective May 1, 2021, the Insulator Mechanic classification shall be removed from the Collective Agreement and all employees who fell within this classification during the first two years of this Agreement shall be reclassified as a “Construction Worker”, until they are either indentured into the Manitoba Insulator Apprenticeship program (Apprenticeship Level to be determined), or have successfully achieved their Province of Manitoba Journeyman Insulator License or the Red Seal Journeyman Insulator Licence.

May 1, 2019	May 1, 2020
\$30.00	\$30.00

(D) Construction Worker shall be paid at a base hourly rate of \$15.80 for the duration of the new collective agreement (**NOTE: this classification is not eligible for pension, health & welfare, training, education and hazard fund employer and/or employee contributions**). A Construction Worker shall be employed for no longer than six (6) months from date of hire, at which point the Employer must either enroll him as a first year Apprentice or terminate his employment.

May 1, 2019	May 1, 2020	May 1, 2021
\$15.80	\$15.80	\$15.80

Construction Worker (CW) ratio to all other collective agreement classifications shall be:

- (i) Of the first four (4) employees, one (1) may be a CW employee (employee hired number 3 or 4).
- (ii) Of the first ten (10) employees, two (2) may be a CW employee (employee hired number 3, or 4 or after 7th). After 10 employees, one (1) may be a CW employee's for every five (5) employees.

(E) Wage Re-Opener #1: The parties agree to participate in a “wage re-opener” negotiation to address the Agreement’s classifications gross hourly compensation amounts to be implemented on May 1, 2020 (including the allocation of the gross amount). The wage re-opener meeting #1 shall take during the month of April 2020. Should the parties be unable to reach agreement on what the “wage re-opener” amount will be, either party has the ability (with 30 days pre-written notice to the other party) to call the Agreement in its entirety and the parties will then immediately commence full negotiations on all terms of the Collective Agreement.

(F) Wage Re-Opener #2: The parties agree to participate in a “wage re-opener” negotiation to address the Agreement’s classifications gross hourly compensation amounts to be implemented on May 1, 2021 (including the allocation of the gross amount). The wage re-opener meeting #2 shall take during the month of April 2021. Should the parties be unable to reach agreement on what the “wage re-opener” amount will be, either party has the ability (with 30 days pre-written notice to the other party) to call the Agreement in its entirety and the parties will then immediately commence full negotiations on all terms of the Collective Agreement.

See APPENDIX “A” for total Employer labour hourly costs.

21:02 Insulator Apprentices

- i) **Rates of Pay**
 - First year 58% of Journeyman B's Rate
 - 2nd year 69% of Journeyman B's Rate
 - 3rd year 81% of Journeyman B's Rate
 - 4th year 92% of Journeyman B's Rate
- ii) A 4th year Apprentice must work at the trade for four (4) years, pass an efficiency test and must be able to read and write English before he can become a Journeyman Insulator.
- iii) The ratio of Apprentices to Journeymen employed by an Employer may equal one (1) Journeymen to one (1) Apprentice (Industrial Work only) except that men hired under Sub Article **19:02 (2)** shall not be counted in computing this ratio. (For Commercial Work that ratio shall be one (1) to one(1)).
- iv) When the Union is unable to supply competent and qualified Journeymen, Employers may use 4th year Apprentices to expedite the job.
- v) No Apprentice shall be made up to Journeyman status by the Union or advanced in pay scale by the Employer until he has completed his full allotment of time at the trade as set forth above. For purposes of computing Apprentice pay scales 1800 hours shall equal one year credit.
- vi) The Union will issue each Apprentice with a log book. The Employer will, once each year or on termination of employment whichever comes first, fill in the number of hours worked at each aspect of the trade in the employee's log book together with a report on the employee's aptitude for the trade, his progress in learning the trade and his attitude.

21:03 Insulator Foreman / General Foreman Rates

Foreman

He shall be a Journeyman and member of Local Union 99. The first Foreman will be responsible for between four (4) and fifteen (15) Insulator employees. Subsequent Foreman will be responsible for up to a maximum of fifteen (15) Insulator employees. A Foreman will receive between 105% to 120% of the base Journeyman "A" rate (as determined by the Employer).

General Foreman:

A General Foreman will receive between 120% to 135% of the base Journeyman "A" rate (as determined by the Employer). A General Foreman can be appointed at the discretion of the Employer, or will be appointed at a minimum crew size of forty-five (45) members.

21:04 Maintenance Rate

For large jobs of a maintenance nature or for insulation refit etc. a special rate of 90% of the base Journeyman "A" rate will apply. These terms will only be applied if the job is of ten (10) working days or more.

ARTICLE 22 - WORK JURISDICTION

22:01 The Unions agree that they will not be involved in, and will not directly or indirectly sanction or authorize any slowdown, work to rule, stoppage of work, refusal to perform work, or any activity designed to restrict or limit output in respect to any jurisdictional dispute during the life of this Agreement and that no employee who is their member shall be involved in such action. It is further agreed by the Union(s) that should any such action be taken, the Union(s) shall instruct their members to carry out the provisions of this Agreement and return to work and perform their duties in the usual manner and shall enforce such instruction upon their members.

22:02 Local Resolution of Disputes Regarding Work Assignment

1. The Employer will assign the work paying due regard to the skills required to perform the work in question, the economy and efficiency of the assignment and the local area practices.
2. In the event that a conflict or dispute arises between two or more Unions claiming the same work, the work will continue without interruption in accordance with the original assignment but, the parties involved in the dispute shall endeavour to settle the conflict or dispute within forty-eight (48) hours.
3. If the parties involved fail to settle the matter, the work will continue without interruption or work stoppage under the Employer's original assignment while Steps 4 and if required, Step 5 are proceeded with.
4. Any party or parties involved may within five (5) working days submit the matter to the Labour Management Committee for a decision. All parties involved in the conflict or dispute shall be bound by any majority decision arrived at by the Labour Management Committee.
5. If the Labour Management Committee fails to decide the matter within ten (10) working days from time of submission, then any party involved may submit the matter to binding arbitration in accordance with Article 4 - Arbitration.
6. Decisions of the Labour Management Committee and of the Arbitration Boards called under this Article shall be based on the criteria set forth elsewhere in this Agreement for the making of work assignments and upon the precedents set forth in previous decisions of the Labour Management Committee and such decisions will not only be binding upon the immediate parties to this dispute in question but will serve as binding precedent upon the parties to this Agreement in the future assigning of all work to be carried out under this Agreement.
7. Only if the assignment of work is consistent with Sub Article **22:02 (1)** above, it is agreed by the parties hereto that any decision of the Labour Management Committee or Arbitration Board made pursuant to this Article which would result

in severe financial loss under a fixed contract or which would require new contractual arrangements to be made which would require the breaking of the terms of an existing firm contract, will be delayed in implementation until the termination of that contract but will be binding precedent for the award of all future work assignments.

8. No representatives of a company or a Union which is a direct participant in the particular dispute in question shall be allowed to serve on the Labour Management Committee during the hearing of that dispute, but all parties shall be permitted to make representation before the Labour Management Committee.

22:03 Should any disputes concerning jurisdiction of work occur with any other Union during the life of this Agreement the following settlement procedure shall apply:

1. The Unions involved shall meet with the parties to this Agreement and attempt to resolve the dispute to the satisfaction of all concerned.
2. Failing resolution as above:
 - i) If both Unions involved recognize in their Agreements with the Contractors involved the same method of resolution for jurisdictional disputes, then the method common to both Agreements will apply and be binding upon the parties hereto and upon their members.
 - ii) If the two Unions involved recognize different methods for resolution of jurisdictional disputes in their Agreements with the contractors involved then the method contained in the Agreement of the Union in possession of the work assignment will be followed, and any decision thereunder will be binding upon the parties hereto and upon their members.

ARTICLE 23 - TRADE IMPROVEMENT COURSES

23:01 Should any employee be found to be performing work below an acceptable standard for his classification the Employer may terminate his employment or he may warn the man that he is commencing action under this Article. If such a warning is given the Employer shall notify the Union of same.

Should the man continue to produce unsatisfactory work following the warning, then, after a waiting period of at least one (1) full week, his case will be reported to the Trade Advisory Committee for the trade involved who may require the man to take a Trade Qualification Up-Grading Course approved by the Trade Advisory Committee and pass same to re-qualify under the requirements of the Tradesmen's Qualifications Act (or its successor).

The decision of the Trade Advisory Committee will not be subject to review or challenged by the Employer.

Any man who refuses to take such a course when so ordered by the Trade Advisory Committee for the trade involved will be re-classified as a trainee and the Employer may reduce his wage rate by ten (10) percent until such time as he takes and passes the prescribed course. Such men will be the first laid off when the Employer reduces his work force and qualified tradesmen will have preference when Employers are hiring.

Any employee who takes the prescribed course and fails will re-appear before the Trade Advisory Committee who will either recommend a reduction in his pay or recommend that he take a further course of training.

In order to promote increased qualification in the trade, men who are attempting to upgrade themselves by taking the prescribed course shall be continued in employment as long as possible but they shall not have preference of employment over fully qualified tradesmen.

This Article will not apply to registered Indentured Apprentices.

For guidance of the Trade Advisory Committee the parties to this Agreement recommend the following guidelines:

1. It is the intent that the Trade Advisory Committee when acting on matters under this Article will maintain equal voting rights for management and labour.
2. No casting vote will reside with the Chairman.
3. In the event of a tie vote no action will be proceeded with.
4. In making decisions under this Article the Committee will bear in mind that only those men whose performance at their trade will benefit from trade improvement courses which can be made available will be assigned to same (i.e. if the problem is purely one on age no action will be taken).

ARTICLE 24 - TRUST FUNDS

The Employee Benefit Trust Funds known as the Manitoba Multiple Trade Pension Trust Fund and the Manitoba Multiple Trade Health and Welfare Trust Fund shall be continued under the following conditions.

24:01 The trusts shall be jointly trusteeed and equal voting rights for each of the parties hereto shall be maintained at every meeting of the trustees.

24:02 The **Health and Welfare Trust Fund** shall be financed by employee contributions, per hour worked for each person employed under the terms of this Agreement, on the following basis:

Effective May 1, 2019

<u>Journeyman “A”</u>	<u>Journeyman “B” & Insulator Mechanic</u>
Employer contribution - \$0.55 per hour worked	Employer contribution - \$0.55 per hour worked
Employee contribution - \$0.55 per hour worked	Employee contribution - \$0.55 per hour worked

Effective May 1, 2020

<u>Journeyman “A”</u>	<u>Journeyman “B” & Insulator Mechanic</u>
Employer contribution – TBA*	Employer contribution – TBA*
Employee contribution – TBA*	Employee contribution – TBA*

Effective May 1, 2021

<u>Journeyman “A”</u>	<u>Journeyman “B” & Insulator Mechanic</u>
Employer contribution – TBA**	Employer contribution – TBA**
Employee contribution – TBA**	Employee contribution – TBA**

NOTE: TBA* **To be announced from Wage Re-Opener #1**

NOTE: TBA** **To be announced from Wage Re-Opener #2**

24:03 The **Pension Trust Fund** shall be financed by joint contributions as follows:

Effective May 1, 2019

<u>Journeyman “A”</u>	<u>Journeyman “B” & Insulator Mechanic</u>
Employer contribution - \$2.30 per hour worked	Employer contribution - \$2.00 per hour worked
Employee contribution - \$2.75 per hour worked	Employee contribution - \$0.76 per hour worked

Effective May 1, 2020

<u>Journeyman “A”</u>	<u>Journeyman “B” & Insulator Mechanic</u>
Employer contribution – TBA*	Employer contribution – TBA*
Employee contribution – TBA*	Employee contribution – TBA*

Effective May 1, 2021

<u>Journeyman “A”</u>	<u>Journeyman “B” & Insulator Mechanic</u>
Employer contribution – TBA**	Employer contribution – TBA**
Employee contribution – TBA**	Employee contribution – TBA**

NOTE: TBA* **To be announced from Wage Re-Opener #1**

NOTE: TBA** **To be announced from Wage Re-Opener #2**

NOTE:All Employer pension contributions will be prorated for Apprentice Insulators based on the percentage to the Journeyman “B” rate as per Article 21:02 (i). See Attached Wage Schedule.

24:04 The Union, and every Employer party to this Agreement shall participate in the above noted employee benefit funds, and participation of all employees employed within the Scope of this Agreement is agreed to as a condition of employment and continued employment.

24:05 Contributions to the MANITOBA MULTIPLE TRADE PENSION TRUST FUND, to the MANITOBA MULTIPLE TRADE HEALTH AND WELFARE TRUST FUND shall be submitted each month by the fifteenth (15th) of the month following the month for which the contributions are collected. Firms in default in excess of fifteen (15) days may be required at the discretion of the trustees to pay a penalty of interest in the amount of three (3%) percent over the current prime rate.

It is recognized by both parties that it will not be an infraction of this Agreement for the Union to withdraw its members from any job when the Employer is in default of all or any part of this Article.

24:06 Training Fund:

The parties agree to immediately strike a four-(4) man training committee (two (2) appointed by the local union and two (2) appointed by the C.L.R.A.M.) who will be responsible for the development and costing of all training courses that this Training Fund will be allocated to.

Effective May 1, 2019

<u>Journeyman “A”</u>	<u>Journeyman “B” & Insulator Mechanic</u>
Employer contribution - \$0.15 per hour worked	Employer contribution - \$0.15 per hour worked
Employee contribution - \$0.15 per hour worked	Employee contribution - \$0.15 per hour worked

Effective May 1, 2020

<u>Journeyman “A”</u>	<u>Journeyman “B” & Insulator Mechanic</u>
Employer contribution – TBA*	Employer contribution – TBA*
Employee contribution – TBA*	Employee contribution – TBA*

Effective May 1, 2021

<u>Journeyman “A”</u>	<u>Journeyman “B” & Insulator Mechanic</u>
Employer contribution – TBA**	Employer contribution – TBA**
Employee contribution – TBA**	Employee contribution – TBA**

NOTE: TBA* **To be announced from Wage Re-Opener #1**

NOTE: TBA** **To be announced from Wage Re-Opener #2**

ARTICLE 25 - INSULATORS HEALTH HAZARDS FUND

25:01 The Employer agrees to deduct two cents (\$0.02) for each hour worked from each person employed under this Agreement (except students) and to remit same to the Insulators Health Hazards Fund, c/o the Local Union once per month in a single lump sum payment together with the monthly dues check-off payment. The Union to supply satisfactory deduction forms suitable to the Employers.

ARTICLE 26 - ADMINISTRATION OF AGREEMENT

26:01 In order that the terms and provisions of this Collective Agreement be applied in a uniform and impartial manner, the Union and the Employer agree to meet at least twice each year for the purpose of discussing mutual problems and matters of interest.

26:02 All Employers **Effective May 1, 2019** shall contribute sixty-five cents (65¢) per hour, for all hours worked, by all employees covered under this Collective Agreement to the Insulator Industry Promotion Trust Fund.

Payment and reporting forms are to be received by the Administrator not later than the tenth (10th) day of the month following the month for which deductions were made.

The Fund Administrator shall provide on a monthly basis with each remittance to the Construction Labour Relations Association of Manitoba and the Insulator & Allied Workers, Local 99, a detailed listing of all contributing Employers and the total amount of hours worked for each Employer for the following remittances. Such remittances shall be post marked no later than the 20th day of each month following the month the hours were worked.

The Fund Administrator shall distribute on a monthly basis to the Insulator & Allied Workers, Local 99, an equivalent amount of fifty-five cents (55¢) per man hour worked based on the total contributions received.

The Fund Administrator shall distribute on a monthly basis to the Construction Labour Relations Association of Manitoba (C.L.R.A.M.) an equivalent amount of ten (10) cents per man hour worked based on the total contributions received.

ARTICLE 27 - JOINT CONFERENCE MEETING

27:01 The Parties agree to hold Joint Conference Meetings between the Local Union 99 and the C.L.R.A.M. Insulation Trade Division in order to discuss issues of concern should they arise.

SIGNING PAGE

SIGNED AND SEALED by the Authorized Officers of the Construction Labour Relations Association of Manitoba on behalf of the Member Firms of the Insulating Contractors Trade Division.

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA

Per _____
Julien LaFleche
CLRAM Insulation Trade Division Director

Per _____
Peter Wightman
CLRAM Executive Director

SIGNED on behalf of the International Association of Heat and Frost Insulators and Allied Workers Local Union No. 99.

Per  _____
Vince Engel
Insulators International Union Vice President

Dated this _____ day of _____, 2019 at Winnipeg, Manitoba.

The Members of the Insulating Contractors Trade Division, Construction Labour Relations Association of Manitoba as of the date of signing this Agreement are listed below:

- Altair Contracting Ltd.
- Antex Western Ltd.
- DMS Constructors Inc.
- Fox Insulation
- Fuller Austin Inc.
- Jacobs Industrial Services Ltd.
- Pro Insul Contracting Inc.
- Tracer Field Services

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING

BETWEEN

THE INSULATORS TRADE DIVISION

OF THE

**CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF MANITOBA
(C.L.R.A.M.)**

AND

**THE INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS AND
ALLIED WORKERS LOCAL UNION 99**

RE: Asbestos Abatement Work

The parties agree to the following rates of pay and monetary provisions for Asbestos Abatement work:

(A) Asbestos abatement worker and asbestos abatement worker trainees

i) Rates of Pay: (all based on the Insulator Journeyman rate as contained in the Construction Industry Fair Wages Act).

- 1st year.....58% of Insulator Journeyman’s Rate.
- 2nd year.....69% of Insulator Journeyman’s Rate.
- 3rd year.....81% of Insulator Journeyman’s Rate.
- 4th year & thereafter.....92% of Insulator Journeyman’s Rate.

The above rates to be adjusted upwards or downwards to the nearest nickel.

For purposes of computing Asbestos Abatement Worker Trainees pay scales, 1800 hours shall equal one (1) year of credit.

(B) Asbestos abatement chargehand premium rate

Any Journeyman who is required to work, supervise and direct Asbestos Abatement Workers, shall be paid under the Construction Industry Wages Act, as per the applicable schedule for the Insulator Journeyman.

In the event that the Construction Industry Wages Act and/or the regulations applicable to building construction are repealed, the parties will forthwith commence negotiations to amend the wage rates to the existing market conditions.

Signed this _____ day of _____, 2019.

For the Local Union, No. 99

For the Employer: C.L.R.A.M.
Insulators Trade Division



Vince Engel
Insulators International Union
Vice President

Julien Lafleche
CLRAM Insulation Trade Division Director

Peter Wightman
CLRAM Executive Director

APPENDIX “A” INSULATOR (COMMERCIAL, INDUSTRIAL, INSTITUTIONAL) WAGE TABLE

May-2019	Base Rate	Vac Pay	Stat Pay	H & W	Pension	Education	IP	Total
Journeyman “A”	\$31.89	\$1.91	\$1.52	\$0.55	\$2.30	\$0.15	\$0.65	\$38.97
Journeyman “B”	\$30.00	\$1.80	\$1.43	\$0.55	\$2.00	\$0.15	\$0.65	\$36.58
Insulator Mechanic	\$30.00	\$1.80	\$1.43	\$0.55	\$2.00	\$0.15	\$0.65	\$36.58
1st Year Apprentice	\$17.40	\$1.04	\$0.83	\$0.55	\$1.16	\$0.15	\$0.65	\$21.78
2nd Year Apprentice	\$20.70	\$1.24	\$0.99	\$0.55	\$1.38	\$0.15	\$0.65	\$25.66
3rd Year Apprentice	\$24.30	\$1.46	\$1.16	\$0.55	\$1.62	\$0.15	\$0.65	\$29.89
4th Year Apprentice	\$27.60	\$1.66	\$1.32	\$0.55	\$1.84	\$0.15	\$0.65	\$33.76
Construction Worker	\$15.80	\$0.95	\$0.75	\$0.00	\$0.00	\$0.00	\$0.65	\$18.15
May-2020	Base Rate	Vac Pay	Stat Pay	H & W	Pension	Education	IP	Total
Journeyman “A”								
Journeyman “B”								
Insulator Mechanic								
1st Year Apprentice								
2nd Year Apprentice								
3rd Year Apprentice								
4th Year Apprentice								
Construction Worker								
May-2021	Base Rate	Vac Pay	Stat Pay	H & W	Pension	Education	IP	Total
Journeyman “A”								
Journeyman “B”								
1st Year Apprentice								
2nd Year Apprentice								
3rd Year Apprentice								
4th Year Apprentice								
Construction Worker								

APPENDIX “B” MAN POWER REQUEST FORM (MRF)

Contractor Name: _____

Contractor E-Mail: _____

Number of Men Required _____

Date Manpower Is Required to Report: _____

Special Requirements:

Specialized Trade Skills: _____

Specific Training Certifications: _____

Physical Job Requirements: _____

Date of Request: _____