

HEAT & FROST INSULATORS, LOCAL 118

STANDARD AGREEMENT

THIS AGREEMENT made and entered into this 1st day of May, 2004.

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF B.C.

on its own behalf and on behalf of its member Employers who have authorized CLR to execute this agreement and who are included on the attached signatory list, and those members added from time to time by notice given to the Union.

(hereinafter referred to as "Employer")

AND:

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ASBESTOS WORKERS, LOCAL UNION 118 Vancouver, B.C.

(hereinafter referred to as "the Union")

May 1, 2004 to April 30, 2010

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CLAUSE 1 -- OBJECT

- 1.01** The objects of this Agreement are to stabilize the Building and Construction Industry; provide fair and reasonable working conditions and job security for Employees in the Industry; promote harmonious employment relationships between Employers and Employees; provide a mutually agreed method of resolving disputes and grievances arising out of the terms and conditions of this Agreement; prevent strikes and lockouts and work stoppages; enable the skills of both Employers and Employees to operate to the end that waste and avoidable and unnecessary expense and delays are prevented; promote good public relations.

CLAUSE 2 -- EFFECTIVE DATE AND DURATION

- 2.01** This Agreement shall be for the period from and including May 1st, 2004, to and including April 30th, 2010 and from year to year thereafter subject to the right of either party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is April 30th, 2010, or immediately preceding the last day of April in any year thereafter by written notice to require the other party to the Agreement to commence collective bargaining.

In the event that the parties are unable by the expiry date of this Agreement to conclude a collective agreement for the subsequent period, the parties agree that the terms and conditions of employment provided for in this Agreement will continue to apply until a subsequent Agreement is reached, without prejudice to the right of either party to take action permitted by Part 5 of the Labour Relations Code, and without prejudice to the provisions of the new Agreement. In the event of a lawful strike or lockout, the terms and conditions will not be in force for the duration of the strike or lockout. The parties understand and agree that in the event a lawful strike ceases or a lawful lockout is lifted, the terms and conditions of the recently expired collective agreement will remain in full force and effect until a new collective agreement is reached.

CLAUSE 3 -- EXTENT

- 3.01** This Agreement shall apply to all areas of the Province of British Columbia, the Yukon Territory, and that portion of the Northwest Territories bounded by the B.C. and Yukon borders on the South and West respectively, and an extension of the B.C./Alberta border and the North pole on the East and North respectively.
- 3.02** The Parties agree that should the Union conclude a different collective agreement with any term(s) viewed by contractors signatory to this Agreement as being more favourable, such term(s) shall be available to any contractor signatory to this Agreement.
- 3.03** Employers signatory to this Agreement agree that work covered by this Agreement may be subcontracted only to contractors signatory to this Agreement.

CLAUSE 4 -- WAGES AND OTHER ITEMS

4.01 Hourly Rates and Classifications (Minimum only)

The minimum rate of wages recognized by this Agreement shall be as set out in the following schedules:

4.02 Journeyman Mechanic's Rate

	Aug. 21/05	May 1/06	May 1/07	May 1/08	May 1/09
Wages	26.30	27.06	TBA	TBA	TBA
Vac. & Stat. Hol. Pay 12%	3.156	3.247	TBA	TBA	TBA
Health & Welfare	2.89	2.89	TBA	TBA	TBA
Pension	3.60	4.00	TBA	TBA	TBA

Note: The Wage Package (wages, vacation & statutory holiday pay, health & welfare and pension) to be increase on May 1, 2007 by \$2.00; on May 1, 2008 by \$1.50; and on May 1, 2009 by \$1.50

The Journeyman Mechanic's rate includes the following contributions by the Employer:

- a) A seven cents (\$0.07) per hour tool allowance;
- (b) A five cents (\$0.05) per hour protective clothing allowance.

4.03 Apprentice Rates

	%	Aug. 21/05	May 1/06	May 1/07	May 1/08	May 1/09
1st 3 months	50%	13.15	13.53	TBA	TBA	TBA
2nd 3 months	55%	14.47	14.88	TBA	TBA	TBA
2nd 6 months	60%	15.78	16.24	TBA	TBA	TBA
3rd 6 months	65%	17.10	17.59	TBA	TBA	TBA
4th 6 months	70%	18.41	18.94	TBA	TBA	TBA
5th 6 months	75%	19.73	20.30	TBA	TBA	TBA
6th 6 months	80%	21.04	21.65	TBA	TBA	TBA
7th 6 months	85%	22.36	23.00	TBA	TBA	TBA
8th 6 months	90%	23.67	24.35	TBA	TBA	TBA

4.04 Foremen Rates

The Employer shall determine the number of Employees required for the performance of any work function and shall select and appoint all Foremen and allocated work to be performed. Any Mechanic who is expected to work, supervise and direct three (3) but not more than twelve (12) persons shall be classed as a Working Foreman, shall be expected to use the tools of the trade and be paid one hundred and ten percent (110%) per hour and effective May 1, 2006, one hundred and fifteen percent (115%) of the Journeyman Mechanic's rate.

When an Employee is required to look after three (3) or more jobs he shall be classed as a working foreman.

4.05 General Foremen

When more than one (1) Foreman is required on any job, one (1) will be designated as a General Foreman and shall be paid one hundred and seventeen percent (117%) per hour and effective May 1, 2006, one hundred and twenty percent (120%) or more of the Journeyman Mechanic's rate.

A General Foreman is non-working and when a second crew is established is responsible for up to six (6) Employees.

4.06 Employees who are required to apply insulation by spray method or apply mastic insulation by any method shall be supplied with suitable coveralls.**4.07 Underground**

On industrial projects Employees required to work underground shall receive prevailing rates plus ten percent (10%). This clause shall not apply to work performed within basements of buildings or open ditches.

4.08 Vacation and Statutory Holiday Pay

Annual Vacation Pay, at six percent (6%) of gross wages, and Statutory Holiday Pay, also at six percent (6%) of gross wages, shall be combined and shall be accrued at the rate of twelve percent (12%) of gross wages.

Vacation and Statutory Holiday pay will be paid to each Employee on each pay cheque or upon termination of employment. An Employee may take up to three (3) weeks' annual vacation in any calendar year. The vacation period will be arranged by mutual agreement between the member and the Employer.

4.09 The recognized holidays are New Year's Day, Third Monday in February (Heritage Day), Good Friday, Easter Monday, Victoria Day, Canada Day, Friday immediately prior to B.C. Day, B.C. Day, Friday immediately prior to Labour Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any such day as may be declared a Public Holiday by the Federal and/or Provincial Government. No work will be performed on Labour Day. All work performed on Statutory Holidays shall be paid for at the appropriate overtime rate.

On all commercial/institutional projects, the third Monday in February (Heritage Day) and the Friday before Labour Day may be floated and the day therefore worked at straight time rates, with an alternate day scheduled to be taken off as mutually agreed between the Employer and the employee.

When a Statutory Holiday falls on a Saturday or Sunday, the following Monday will be observed. When Christmas and Boxing Days fall on Saturday and Sunday, the following Monday and Tuesday will be observed.

CLAUSE 5 -- HEALTH AND WELFARE

5.01 Employers agree to pay to the Trustees of the International Heat and Frost Union, Local 118, Health and Welfare Trust Fund, two dollars and eighty-nine (\$2.89) for all hours earned for the purpose of the said Fund as set forth in the Trust Agreement. This Fund includes seven cents (\$0.07) to be credited to the Apprenticeship Training Program Fund.**5.02** It is also required that if the Employer fails to remit the report with covering cheque before the fifteenth (15th) of the month following the calendar month in respect of which it is payable, then the Employer remains liable to the Fund to the amount of the contribution not remitted.**5.03** The Union shall appoint from among the members of Local Union 118 Trustees to the International Heat and Frost, Local 118 Health and Welfare Trust Fund.

CLAUSE 6 -- PENSION

- 6.01** Employers agree to pay to the Trustees of the International Heat and Frost Union, Local 118, Pension Trust Fund, three dollars and sixty cents (\$3.60) per hour and effective May 1, 2006, four dollars (\$4.00) for all hours earned for the purpose of the said Fund as set forth in the Trust Agreement.

This amount shall be pro-rated for Apprentices as follows:

	%	Aug. 1/05	May 1/06	May 1/07	May 1/08	May 1/09
1st 3 months	50%	1.80	2.00	TBA	TBA	TBA
2nd 3 months	55%	1.98	2.20	TBA	TBA	TBA
2nd 6 months	60%	2.16	2.40	TBA	TBA	TBA
3rd 6 months	65%	2.34	2.60	TBA	TBA	TBA
4th 6 months	70%	2.52	2.80	TBA	TBA	TBA
5th 6 months	75%	2.70	3.00	TBA	TBA	TBA
6th 6 months	80%	2.88	3.20	TBA	TBA	TBA
7th 6 months	85%	3.06	3.40	TBA	TBA	TBA
8th 6 months	90%	3.24	3.60	TBA	TBA	TBA

- 6.02** It is also required that if the Employer fails to remit the report with covering cheque before the fifteenth (15th) of the month following the calendar month in respect of which it is payable, then the Employer remains liable to the Fund to the amount of the contribution not remitted.
- 6.03** The Union shall appoint from among the members of Local Union 118 Trustees to the International Heat and Frost, Local Union 118 Pension Fund.

CLAUSE 7 -- PENALTIES FOR DELINQUENT PAYMENT OF CONTRIBUTIONS AND/OR DEDUCTIONS

- 7.01** The Union will advise the Employer within forty-eight (48) hours, in writing, of any delinquency.
- 7.02** If the Employer fails to respond within forty-eight (48) hours of receipt of notification exclusive of Saturday, Sunday and holidays, the Union may require the greater of ten dollars (\$10.00) or ten percent (10%) penalty of the amount of the late payment and/or withdraw its members from the Employer without contravening the terms of this Agreement. Should an Employer have been previously in default under the provisions of this Clause, the Union may require the following:
- (a) Require the Employer to provide proof of financial responsibility to the Union.
 - (b) Demand that the Employer deposit a Bond or Cash Deposit of up to Five Thousand Dollars (\$5,000.00) with Heat and Frost Insulators Local 118 for use in default of payments.
 - (c) Such bond or cash deposit will return to the Employer when the Employer has satisfied all obligations in payment of wages and/or contributions and no members of the Union remain on the Employer's payroll.

CLAUSE 8 -- PAYMENT OF WAGES

8.01 Pay Day

- (a) The Employer shall, at least weekly, pay to each Employee covered by this Agreement, all wages earned by the Employee to a day not more than five (5) working days prior to the date of payment provided that if a Statutory Holiday falls on the regular pay day, payment will be made the preceding day.
- (b) The Employer will provide a separate or detachable itemized statement with each pay showing the number of hours of straight time rate and at overtime rate, the wage rate and total deductions from the amount earned, as well as contributions by the Employer to the Welfare Fund and the Pension Fund. Vacation and Statutory Holiday pay will be paid by separate cheques.
- (c) The Employer may effect electronic payroll with mutual agreement of employees.

8.02 Termination, Discharge or Layoff

- (a) In the event that an Employee covered by this Agreement ceases to be an Employee of the Employer by reason of layoff, the Employee shall be paid all his wages and holiday pay earned by the Employee as follows:

If the job is in the same area where the firm is established or where a payroll department is set up, then the Employee shall be paid no later than one (1) working day after he ceases to be an Employee.

If the job is not in the same area where the firm is established or there is no payroll set up, then the Employee shall be paid, or the Employer shall mail all accrued wages by registered mail to an address designated by the Employee not later than forty-eight (48) hours (two (2) business days) after he ceases to be an Employee.

- (b) In the event that an Employee is discharged for cause or if the Employee voluntarily quits the job, the Employee shall be paid all his wages and holiday pay earned by the Employee as follows:

If the job is in the same area where the firm is established or where a payroll department is set up, then the Employee shall be paid not later than two (2) working days after he ceases to be an Employee.

If the job is not in the same area where the firm is established or there is no payroll set up, then the Employee shall be paid, or the Employer shall mail all accrued wages by registered mail to an address designated by the Employee not later than seventy-two (72) hours (three (3) business days) after he ceases to be an Employee.

8.03 Special Pay Conditions

- (a) When Employees are not paid their wages in accordance with Clause 8.02 they shall be paid their hourly rate for eight (8) hours, out of each twenty-four (24) hour period spent by them waiting to be paid. Acts of God shall be exempt from the provisions of this Clause. The Union shall exercise discretion in the application of Clause 8.03(a).
- (b) In the event an Employee is laid off by the Employer, the Employer shall provide travel allowance as set out in Clause 10 of this Agreement.

- (c) In the event an Employee is laid off by the Employer on an out-of-town job and return transportation is not available that day, the Employer shall provide LOA or accommodation plus meal allowance. Men discharged for cause (other than inefficiency) shall be exempt from this Clause 8.03.

8.04 E. I. Record of Employment

Employees shall be given their Employment Insurance Record of Employment at time of discharge or layoff on the job or where possible, arrangements made whereby their cheque and Employment Insurance Record of Employment will be mailed to them not later than the following day.

8.05 Termination Slip

The Employer will complete a termination slip which has been mutually agreed to. The slip supplied by the Union shall state the reason for the Employee's termination and whether or not he is eligible for rehire. Such slip shall be mailed to the Union Office within forty-eight (48) hours, Saturdays, Sundays and holidays excluded.

CLAUSE 9 -- HOURS OF WORK

9.01 Regular Hours of Labour

- (a) The regular work day shall be eight (8) hours between the hours of 7:00 a.m. and 5:30 p.m. The regular work week shall be five (5) days between Monday, 7:00 a.m. and Friday, 5:30 p.m.
- (b) The regular hours of work shall be observed except as follows: Regular hours may be varied to comply with Provincial fire regulations when posted or, where there is a good reason for varying regular hours because of climatic, transportation or project conditions, subject to agreement by the Employer and a majority of the members affected on the job and with the written sanction of the Local Union.
- (c) A compressed work week may be established by the Employer as set out below. The terms and conditions of such compressed work week shall supercede any/all contrary provisions of the Agreement.

Hours of Work

- (a) Ten (10) straight time hours shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday inclusive, or Tuesday through Friday inclusive, shall constitute the regular work week.
- (b) The (10) straight time hours shall constitute the compressed work week day shift. Forty (40) straight time hours, Monday through Thursday, or Tuesday through Friday inclusive, shall constitute the regular work week. The applicable shift premium shall apply.
- (c) Notwithstanding (a) and (b), the scheduled start time of the shift may be varied by up to one (1) hour earlier or later at the discretion of the Employer.

Overtime

- (a) The first ten (10) hours of overtime worked on the Friday of a Monday to Thursday compressed work week, or on the Monday of a Tuesday through Friday compressed work week, shall be payable at one and one-half (1 ½) times the otherwise straight time hourly wage rate.
- (b) On Commercial/Institutional jobs, the first eight (8) hours of overtime worked on a Saturday shall be payable at one and one-half (1 ½) times the otherwise applicable straight time hourly wage rate.

- (c) All other overtime hours, including all hours worked in excess of ten (10) hours per day, all hours worked on commercial/institutional jobs in excess of eight (8) hours on a Saturday, and all hours worked on Sundays and Statutory Holidays, shall be payable at two (2) times the otherwise applicable straight time hourly wage rate.

Statutory Holidays

Unless otherwise mutually agreed upon by the parties,

- (a) when a statutory holiday falls on the Friday of a Monday through Thursday compressed work week, such statutory holiday shall be observed on the Thursday.
- (b) when a statutory holiday falls on the Monday of a Tuesday through Friday compressed work week, such statutory shall be observed on the Tuesday.
- (c) when a statutory holiday falls on a regular work day of a compressed work week, such statutory holiday shall be observed on such regular work day.

9.02 Shift Hours

The Employer will operate additional shifts as and when required. The normal hours for each shift shall be as follows:

(a) **One, Two or Three Regular Shifts**

More than one (1) shift may be worked at straight time rates. Afternoon shift shall be paid eight (8) hours for seven and one-half (7-1/2) hours worked. Graveyard shifts shall be paid eight (8) hours pay for seven (7) hours worked. No employee shall be permitted to work two (2) consecutive shifts.

- (b) An afternoon and/or graveyard shift shall be constituted by three (3) consecutive work days. In the event the shift is not constituted, overtime rates will prevail.

(c) **Shift Differential Two Scheduled Shifts**

When two (2) shifts are scheduled, each shift shall provide for a one-half (1/2) hour unpaid meal period. A shift premium of six dollars (\$6.00) per hour shall apply on all hours worked on the second shift. Shift premiums shall not apply on Saturdays, Sundays or Statutory Holidays.

- (d) If an Employee is required to return to work before an eight (8) hour break occurs, he shall be paid double time rates until such time as an eight (8) hour break does occur.

9.03 Overtime

(a) **Commercial / Institutional**

The first two (2) hours of overtime daily Monday to Friday and the first eight (8) hours worked on Saturday shall be paid at the rate of time and one-half (1-1/2). All other overtime inclusive of work on Sundays or Statutory Holidays shall be paid at the rate of double time. In addition, Saturday may be worked at straight time rates to make up for lost regular hours Monday to Friday.

(b) **Industrial**

The first two (2) hours of overtime daily Monday to Friday shall be paid at the rate of time and one-half (1-1/2). All other overtime inclusive of work on Saturdays, Sundays or Statutory Holidays shall be paid at the rate of double time.

- (c) Where work is scheduled to continue beyond ten (10) hours, the Employer shall then, prior to overtime, provide a hot meal, and one-half (1/2) hour at straight time to consume same, and every four (4) hours thereafter at no expense or loss to the Employee.
- (d) No member shall be penalized for refusing to work overtime.

9.04 Occupied Buildings

On jobs in occupied buildings where work must be done outside of regular hours of the building occupants, a night shift (starting after 4:30 p.m.) may be worked providing eight (8) hours is paid for seven and one-half (7-1/2) hours worked. Eight (8) hours is paid for seven (7) hours worked on any shift starting after 9:00 p.m. Saturdays, Sundays and holidays shall be paid at overtime rates.

9.05 Payment for Callout

Each Employee who is called out to work by the Employer or who reports for work at the normal starting time of his shift without notification, i.e. - the posting of bulletins, contact by telephone, instructions from the Foreman in charge of job - that no work is to be performed on the day in question shall, if he is in condition competent to perform his work assignments, be paid as follows:

- (a) In the event that no work is performed, regular wages for two (2) hours straight time plus applicable travel time and expenses shall be paid to the Employee.
- (b) In the event that work commences, regular wages at straight time for the actual time worked with a minimum of four (4) hours shall be paid to the Employee.
- (c) When the Employee is called out by the Employer to report for work and work commences other than during regular hours of work, the Employee shall be paid for the actual time worked outside of regular hours at the applicable overtime rate with a minimum of two (2) hours.
- (d) If an Employee fails to report for work at the time designated by the Employer, the provisions of this Clause 9.05 shall not apply and the Employee shall be paid for time actually worked at the applicable rate.
- (e) Where an Employee is dispatched to an out of town job and the Employer fails to provide work and requires an Employee to stand by for more than three (3) consecutive shifts, the Employee at his option, shall be deemed to have been laid off and shall be paid travel allowance as per Clause 10.
- (f) **Exceptions**

In the event that work is suspended due to inclement weather or other reasons beyond the control of the Employer, the Employee shall receive a minimum of two (2) hours at the applicable rate and the provisions of Clause 9.02, Section (b) will be suspended.

CLAUSE 10 -- TRANSPORTATION, TRAVEL, ACCOMMODATION AND BOARD

10.01 Local Jobs

On jobs in and near Vancouver and Victoria to and from which an Employee travels daily at the direction of the Employer, transportation and travelling conditions shall be defined as follows:

- (a) **Vancouver Free Zone**

The areas bounded by the Strait of Georgia on the west, the Canada/U.S.A. border on the south, the eastern border of Chilliwack on the east and north to include all of Horseshoe Bay, West and North

