

APPENDIX NO. 4 - INSULATORS - COMMERCIAL

BETWEEN

NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED

(hereinafter referred to as the "CLRA")

- AND -

**THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS
AND ASBESTOS WORKERS**

LOCAL UNION 116, A.F.L., C.L.C., C.I.

(hereinafter referred to as the "Union")

PURPOSE:

The purpose of this Agreement is to establish terms and conditions of employment. Where there is a conflict between the terms of this Appendix and the body of the Agreement, the Appendix shall apply.

DISCRIMINATION:

The Union agrees that membership will be granted to all employees under the same terms and conditions that prevail within this Agreement.

The parties agree that there will be no discrimination against any person because of sex, race, creed, colour, nationality, ancestry, place of origin, marital status, or age.

The employer shall not discriminate against any employee by reason of his membership in the Union and/or his participation in its lawful activity.

A special rate of wages may be established by a committee of the Union and employer for an employee who is handicapped.

UNION SECURITY:

The employer may hire and/or transfer employees who are Union members in good standing regardless of their place of permanent residence. On Cape Breton Island, the employer can name hire one (1) workman in every three (3) requested. The employer agreed to apply to the Union having proper jurisdiction over the work involved when employees are required in accordance with the above ratio. If the Union cannot supply employees, the employer may employ other employees who are willing and eligible to become members of the Union within one (1) month. There shall be a form known as "Work Referral Slip". This is to be issued by the Local Union for employees when they have secured a job through the Local Union office. The Union shall fax a Referral Slip to the employers office within forty-eight (48) hours of the commencement of employment. Employers may only hire those employees who tender a Work Referral Slip before commencing employment. The employer shall retain the right to reject any applicant referred by the Union and, furthermore, the employer shall have the right to determine the competency and qualifications of such applicant.

If after a period of forty-eight (48) hours, excluding Saturdays, Sundays and holidays as contained herein, the Union is unable to supply the quantity of competent, qualified workmen as requested, the employer may procure such men elsewhere.

The employer may recall through the Union:

- (a) Employees previously on employer's payroll for six (6) months, recall period shall be thirty (30) working days from termination date;
- (b) The employer may recall former employees who have unbroken service with the same employer for a period of five (5) years. (Unbroken service to mean, worked for the same employer disregarding periods of unemployment.)

“5 year employees” shall be recalled before new employees are referred from the hall.

“5 year employees” shall be the last to be laid off.

The employer will hire a fair ratio of Apprentices to Journeymen in each year of the Apprentices' classification.

Sub-contractors working under this Agreement who are not signatory to this Agreement shall notify the appropriate Union, before commencing work on the job of the names of the workmen to be employed on the job. The employer agrees to advise the sub-contractor of this requirement prior to the commencement of his work.

The employer agrees that it will stipulate as a term or condition for letting any contract for work on the project (job site) during its construction that the proposed sub- contractor shall observe the provisions of this Collective Agreement as if the same were duly executed by such sub-contractor.

The employer agrees to have any such sub-contractor acknowledge in writing that it has notice of this Agreement and that it will abide by the Agreement.

The employer agrees to deduct weekly the amount certified by the Union as Dues.

Should the employee be newly joining the Union, the employer agrees, when authorized by the employee on the proper form, to make deductions for the Initiation Fee in the amount certified by the Union.

The amounts so deducted shall be remitted by the employer to the Union at the address on file within the tenth (10th) day of the month following, together with a list of all employees and Social Insurance Numbers on whose behalf such deductions have been made.

The Union shall indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the employer for the purpose of complying with any of the provisions of this section, or in reliance on any list, notice of assignment furnished under any of such provisions.

The employer agrees that employees employed within categories covered by terms of this Collective Agreement shall be required, as a condition of continued employment, to become and remain a member of the appropriate Union within thirty (30) days after the date of hiring or the date of signing of this Agreement.

DISCIPLINE:

For offenses other than intoxication, insubordination, theft, false reporting of time, physical altercation and illegal work stoppage, which shall be subject to immediate dismissal, the procedure shall be:

- i) First Warning - Written reprimand to be issued to the employee, with a copy to the Union, by the employer's representative.
- ii) Second Warning - Written Notice of Suspension from work for up to five (5) working days, to be issued to the employee, with copy to the Union, by the employer's representative. The length of suspension to be at the sole discretion of management.
- iii) Third Warning - Immediate Dismissal.

Employees discharged shall be advised by the employer of the cause for dismissal.

The employer will notify the Union in writing of all disciplinary action taken against any employee subject to this Agreement.

SHIFT WORK:

Shift work may be performed at the option of the employer.

In the event that shift work is instituted such shift work shall be scheduled between Sunday Midnight and Friday Midnight and shall continue for at least three (3) consecutive week days, excluding Saturday, Sunday and designated holidays.

When more than one (1) shift is in operation, hourly rated employees employed on the second shift and/or those employed on the third shift shall be paid a shift differential.

When it is necessary to work two (2) or more shifts or work within the twenty-four (24) hours, work performed between the hours of 5:00 p.m. and 8:00 a.m. shall be paid for at the rate of eight (8) hours pay for seven (7) hours work.

Employees who work in excess of eight (8) hours on shift shall be paid according to "Overtime Hours".

Employees working shifts are entitled to a lunch period, in accordance with Article 7.03, or dependent on the nature of the hours being worked, and rest periods in accordance with Article 7.04.

CALL BACK TIME:

Every employee who after completion of his regular working hours (Monday through Friday) and who has left the job site, and is called back to work by the employer, and who is required to work outside his regular working hours, shall be paid at his applicable overtime rate, but not less than two (2) hours.

When an employee is called out to work by the employer on Saturday, Sunday or a designated holiday, and he commences work, regardless of when called, Article 13 shall apply.

Travel time if applicable will be paid.

OVERTIME:

All hours worked in excess of the normal hours of work (Article 7), Monday through Friday, shall be paid at the rate of two times (2x) the regular straight time rate of wages of the employee. All hours worked on Saturday and Sunday shall be paid at two times (2x) the regular straight time rate of wages of the employee.

All hours worked on a Designated Holiday as set forth in Article 23 shall be paid at the rate of two times (2x) the regular straight time rate of wages of the employee.

Meal allowance as per Article 9.02: Employees who are required to work in excess of two (2) hours overtime shall be provided with a meal. Where this is impractical, a meal allowance shall be included in the pay for the next regular pay period as follows . . . ***twenty-five dollars (\$25.00)***.

VACATION AND HOLIDAY ALLOWANCE:

A vacation and holiday allowance shall be paid to each employee in lieu of paid vacation and holidays at nine percent (9%) of the total hourly wages.

Such amounts shall be shown on the weekly pay cheque and tax shall be deducted weekly.

Annual vacation will be taken at a time mutually agreed between the employer and the employee.

TRAVEL:

There shall be a free zone for travel within a thirty-two (32) kilometre radius of the Cape Breton County Court House, Sydney, Nova Scotia and a free zone for travel within a twenty (20) mile radius of an employee's permanent place of residence.

Employees who use their own vehicle at employer's request shall be reimbursed at the applicable mileage rate to and from the job. Where public transportation is used or where an employee travels in the vehicle of another employee, then the employee shall be reimbursed the regular public transportation fare, providing such transportation fare is authorized by the employer.

For daily travel outside the free zone, employees shall be reimbursed at applicable mileage rate from the outer limit of free zone to job site, return daily, up to applicable board allowance.

Employees shall be on job at beginning of shift and work a full eight (8) hours.

On jobs with board allowance, mileage or public transportation at applicable rates shall be reimbursed for initial trip and return trip.

If the job site is located outside a two hundred and forty (240) kilometre radius of the employee's permanent place of residence and if such job lasts for more than three (3) months, the employee will be reimbursed the return public transportation fare every three (3) months for a weekend leave, unless previous authorization is received from the employer for a longer period of time. Mode of transportation to be at the option of the employer.

Where the work assignment is for less than a week, the employee shall be reimbursed for costs of all meals and sleeping accommodation upon receipt of satisfactory receipts and shall be reimbursed for travel time at the regular rate of pay if he is travelling on his own time, not to exceed eight (8) hours for each day travelling. When one man is sent out of town, the employer will pay reasonable authorized expenses for meals and accommodations upon production of receipts, regardless of duration.

Mileage allowance shall be paid in accordance with Article 15.05.

Board allowance shall be paid in accordance with Article 15.04.

Reimbursed shall mean included in the next regular pay.

WAGES:

MECHANICS

For regular hours of work:

Mechanics	
Effective Date	Wage Rate
September 9, 2008	<u>\$29.28</u>
July 1, 2009	<u>\$30.43</u>
<u>June 1, 2010</u>	<u>\$29.93</u>
July 1, 2010	<u>\$31.07</u>

Amendment #9 – Insulator – June 1, 2010

EMPLOYER CONTRIBUTIONS:

Employers signatory to this Agreement shall remit monthly to the Administrator of Records before the tenth (10th) day of the month following, the sum equal to the following:

Employer Contribution		
Effective Date	Pension	Benefit
July 1, 2008	<u>\$5.50</u>	\$2.10
July 1, 2009	\$5.50	\$2.10
<u>June 1, 2010</u>	\$5.50	<u>\$2.65</u>
July 1, 2010	\$5.50	\$2.65

Or, for 1st yr Apprentices, such sum as may be indicated in Appendix A.

Such remittance shall be made on forms provided and payable to Benefit Plan Administrators Limited 'In Trust' at the following address:

Benefit Plan Administrators Limited

Suite 216, Tower 1
7001 Mumford Road
Halifax, NS B3L 4N9
Phone: (902) 455-7277
Fax: (902) 454-5936

All employers must contribute and remit each month, by the tenth (10th) day of the following month to the Insulators Training Fund an amount of thirty-three cents (\$0.33) for each hour worked. This contribution will be forwarded, with the Union dues deducted, to the following address:

International Association of Heat & Frost Insulators & Asbestos Workers**Local Union 116**

14 McQuade Lake Crescent, Suite 202
Halifax, NS B3S 1B6
Phone: (902) 450-5605
Fax: (902) 450-5613

Twenty-three cents (\$0.23) of the hourly contribution to this fund have been diverted from the hourly rate and vacation and holiday, which have been adjusted accordingly. It is agreed that upon thirty (30) days written notice the Union may increase, or decrease, the rate of contribution to this fund, provided that the proposed adjustment shall not alter the total hourly package to be paid by the employer.

Amendment #9 – Insulator – June 1, 2010

CONSOLIDATED FUND:

The employer shall remit per hour, for each hour paid, for the employee a sum in accordance with Article 3A of the Collective Agreement, i.e. a total of seventy-two cents (\$0.72) for the Consolidated Fund to:

The Administrator
Cape Breton Island Building & Construction Trades Council
238 Vulcan Avenue
Sydney, Nova Scotia
B1P 5X2

BENEFIT PLAN:

The parties hereto agree on a Benefit Plan as follows:

The Trust Document under which the fund is controlled shall provide for Trustees equal in number and in power appointed by each of the Parties hereto. Management Trustees shall be active in the trade, with a company that employs members of Local 116 and is bound to both Accreditation Orders.

The employer shall make contributions as set out in Appendix “A”.

The Benefit Plan shall be professionally administered.

Each employer shall sign a participation agreement as approved by the Trustees.

It is agreed that provisions for an increase in the Benefit Plan will be implemented if so desired by the Local, with the employer contribution to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice of such change.

Neither the Union nor the CLRA shall incur any legal liability with regard to claims arising from the Benefit Plan.

SAFETY AND HEALTH AND TRAINING:

Employer and employee shall comply with all applicable provisions of provincial health, sanitation and safety laws and regulations, in addition to those rules established by the employer.

Employees shall not be required to work with unsafe equipment and conditions.

Safety hats must be worn by all employees on the job site at all times.

Adequate toilet facilities and potable drinking water (year round) and paper cups will be provided by the employer.

Potable drinking water, tool sheds and lunch rooms shall normally be maintained by the Craft using same, except where other general arrangements have been made for a site.

Where required, adequate quarters complete with heating, lighting, ventilation shall be provided for employees to change clothes and eat lunch. Such quarters shall have benches, tables, be lockable, kept clean and no tools or equipment shall be stored in said quarters while men are on the job.

Climatic protective clothing is to be supplied to the employees by the employer as required with all clothing remaining the property of the employer.

If an employee sustains an accidental injury during working hours and has to receive off-site medical attention, the employee will receive four (4) hours pay if the injury occurs during the first half of the shift, or eight (8) hours pay if the injury occurs during the second half of the shift.

It is agreed that should extenuating circumstances arise over a particular incident the Union may apply to the employer for special consideration.

TRAINING:

The Union will pay for WHMIS, First Aid and Confined Space training courses, with the exception of offshore courses which shall be co-paid by Union and employer.

GRIEVANCE PROCEDURE (UNION GRIEVANCE):

Any matter relating to or involving:

- (a) The interpretation, meaning, application or administration of the Collective Agreement or any provisions of the Collective Agreement.
- (b) A violation or an allegation of a violation of the Collective Agreement.
- (c) Working conditions; or
- (d) A question whether a matter is arbitrable may be the subject of a grievance.

GRIEVANCE PROCEDURE (MANAGEMENT GRIEVANCE):

Any matter relating to or involving:

- (a) The interpretation, meaning, application or administration of the Collective Agreement or any provisions of the Collective Agreement.
- (b) A violation or an allegation of a violation of the Collective Agreement.
- (c) Working conditions.
- (d) A grievance concerning health or safety shall be referred directly to the employer and to the Business Manager; or
- (e) A question whether a matter is arbitrable may be the subject of a grievance.

ARBITRATION:

The Arbitrator shall not have the power to alter, vary, modify or amend any of the provisions of this Agreement or to substitute any provisions for any of the provisions of this Agreement nor render a decision inconsistent therewith.

The decision of the Arbitrator is to be complied with within fifteen (15) days of receipt of the Parties.

FOREMAN PREMIUM:

Foreman in charge of one (1) or two (2) men..... fifty cents (\$0.50) per hour.

Foreman in charge of up to three (3) or more menone dollar (\$1.00) per hour.

These premiums are payable only when more than one (1) man is on site.

APPRENTICESHIP:

Apprentices

for regular hours of work:

- 1st Year45% of Mechanic's rate As detailed in Appendix "A"
(With no Benefit for 1st 1000 hours)
- 2nd Year.....65% of Mechanic's rate
- 3rd Year75% of Mechanic's rate
- 4th Year.....85% of Mechanic's rate

Ratio

The ratio of Mechanics to Apprentices shall be as follows per job. It is understood the employer may employ more Mechanics to Apprentices than outlined below, at his discretion.

One (1) of the first two (2) Apprentices must be beyond first year level, provided such an Apprentice is available.

Mechanic/Apprentice	Mechanic/Apprentice	Mechanic/Apprentice
1 - 0	6 - 2	12 - 3
1 - 1	7 - 2	13 - 3
2 - 1	8 - 2	14 - 4
2 - 2	9 - 2	15 - 4
3 - 2	9 - 3	16 - 4
4 - 2	10 - 3	17 - 4
5 - 2	11 - 3	etc.

Apprenticeship Period:

An employee shall be an Apprentice until he has worked 8,000 hours at the trade based upon 2,000 per year for four (4) years. At the end of 8,000 working hours (based on 2,000 per year) apprentice period, the employee shall be eligible to present himself before an examination board comprised of employer and Union personnel for the purpose of obtaining his competency card as an Insulator Mechanic.

TOOLS AND EQUIPMENT:

Each employee shall equip himself with a complete set of tools suitable to his profession that will be his own property and these tools shall be as near as possible to tools listed:

3rd & 4th Year & Mechanic	2nd Year	1st Year	
x	x	x	1 knife
x	x	x	1 pointer trowel, 5" or 6"
x			1 square trowel, 4½" or 11"
x	x	x	1 pruning saw
x	x		1 keyhole saw
x	x	x	2 tapes (metric & imperial)
x	x	x	1 - 8" scissors
x			1 - 12" tinsnips
x	x	x	1 pair of 7" or 8" nippers
x			springs or rubber bands
x			1 scratch awl
x			1 screwdriver set
x	x	x	1 leather or canvas tools pouch or carryall
x	x	x	1 canvas apron
x	x	x	1 tool box
x	x		2 metal masters (M1, M2 as required)
x	x		1 set banding gear
x			1 utility drill (electric)
x	x		1 set pop rivet pliers

New employees being hired in the trade for the first time shall be required to supply the necessary tools as per above after the employee receives the first pay cheque.

All employees shall have in their possession on job site tools as listed which shall be kept in his locked tool box. In the event of forced entry into employers on site storage, employees shall be reimbursed for cost of stolen tools. All employee tools shall be listed with employer on employees first day on the job.

CLEAN UP, TOOLS AND EQUIPMENT:

The employees shall be furnished with tools on all foam glass jobs or compensation shall be paid by the employer to replace worn tools from operations on foam glass jobs.

The employer shall make available safety approved hard hats, respirators and safety glasses as required, same to remain the property of the employer. Employees shall be responsible for such equipment, reasonable wear and tear accepted, and cost to be deducted from the employee's wage if not returned.

The employer shall provide gloves (on a sign-out basis) on all jobs, where the employee is working on the metal mesh or other metal. The employer shall provide approved hard hats and gloves (on a sign-out basis) on Major Industrial Projects.

All employees shall be allowed ten (10) minutes before the end of their work day to clean up and also pick up tools and equipment belonging to himself and the employer and he shall remain until the end of the shift.

The employer will replace coveralls and gloves ruined on jobs on which excessive amounts of mastic or adhesives are used. Coveralls shall be replaced when approved by employer and providing ruined items are turned over to employer's representative on the job site.

APPLICATION OF HANDLING:

This Agreement covers the rates of pay, rules and working conditions of all Mechanics and Improvers engaged in the fabrication, assembling, moulding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing and maintenance of heat or frost insulation such as magnesia, asbestos, hair felt, wool felt, cork, mineral wool, infusorial earth, mercerized silk, flax fibre, fire felt, asbestos paper, asbestos curtain, asbestos millboard, fibreglass, foamglass, styrofoam, polyurethane, polystyrene or other materials used in the craft or substitutes for these materials, or engaged in any labour connected with the handling or distributing of insulating materials on job premises; also the application of pipe and boiler coverings, insulation of hot surfaces, ducts, flues, etc.; also the covering of cold piping and circular tanks connected with the same; and all other work included in the trade jurisdiction claims of the Union.

It is agreed, however, that such coverage is limited to thermal insulation, excluding house building.

This includes alterations and repair of work similar to the above and the use of all materials for the purpose mentioned.

REDUCTION IN CREWS:

Should it be necessary to reduce the working force on a job or project, the employer shall lay off or terminate their employment in the following sequence:

- 1) Those employees who have not yet applied to join the Union.
- 2) Those employees who have made an application to join the Union.
- 3) The travel card members (members or sister International Locals).
- 4) Members of Local 116 will be last for lay off or termination.

It is agreed that the employer has the right to transfer employees from job to job.

HEIGHT PAY:

Height pay on jobs shall be as follows:

For all work performed on towers, stacks, structural steel, catwalks, bosun's chair, barrel, all staging with a direct drop from fifty feet (50') to seventy-five feet (75'), an employee shall receive an additional thirty-five cents (\$0.35) per hour height pay.

On any work as set forth in the previous paragraph hereof involving a direct drop of over seventy-five feet (75') an employee shall receive twenty-five cents (\$0.25) per hour additional for every twenty-five feet (25') above seventy-five feet (75').

IN WITNESS WHEREOF the Parties have Executed this Collective Agreement at Sydney, Nova Scotia, on this 19th day of December, 2008.

SIGNATORIES

FOR THE EMPLOYER

FOR THE UNION

GREIG MACLEOD

REG FRASER

ALLAN STAPLETON

APPENDIX “A”

INSULATORS JOURNEYMAN						
Effective Date	Hourly Rate	V & H 9%	Benefit	Training	Consol. Fund	Total Pkg
September 9, 2008 *	\$29.28	\$2.64	\$7.60	\$0.33	\$0.72	\$40.57
July 1, 2009 *	<u>\$30.43</u>	<u>\$2.74</u>	\$7.60	\$0.33	\$0.72	<u>\$41.82</u>
June 1, 2010	<u>\$29.93</u>	<u>\$2.69</u>	<u>\$8.15</u>	\$0.33	\$0.72	\$41.82
July 1, 2010 *	<u>\$31.07</u>	<u>\$2.80</u>	\$8.15	\$0.33	\$0.72	<u>\$43.07</u>

* For years 2009 & 2010, increase of \$1.25 or CPI + 1% to a maximum of 4%, whichever is greater.

INSULATOR APPRENTICES							
		Hourly Rate	V & H 9%	Benefit	Training	Consol. Fund	Total Pkg
Effective Date: September 9, 2008 *							
0 - 1000 hours	45%	<u>\$14.28</u>	<u>\$1.28</u>	\$0.00	\$0.33	<u>\$0.72</u>	<u>\$16.61</u>
1000 - 2000 hours	45%	<u>\$15.87</u>	<u>\$1.43</u>	\$2.10	\$0.33	<u>\$0.72</u>	<u>\$20.45</u>
2000 - 4000 hours	65%	<u>\$17.56</u>	<u>\$1.58</u>	<u>\$7.60</u>	\$0.33	<u>\$0.72</u>	<u>\$27.79</u>
4000 - 6000 hours	75%	<u>\$20.94</u>	<u>\$1.88</u>	<u>\$7.60</u>	\$0.33	<u>\$0.72</u>	<u>\$31.47</u>
6000 - 8000 hours	85%	<u>\$24.24</u>	<u>\$2.18</u>	<u>\$7.60</u>	\$0.33	<u>\$0.72</u>	<u>\$35.07</u>
Effective Date: July 1, 2009 *							
0 - 1000 hours	45%	<u>\$14.79</u>	<u>\$1.33</u>	\$0.00	\$0.33	\$0.72	<u>\$17.17</u>
1000 - 2000 hours	45%	<u>\$16.39</u>	<u>\$1.47</u>	\$2.10	\$0.33	\$0.72	<u>\$21.01</u>
2000 - 4000 hours	65%	<u>\$18.30</u>	<u>\$1.65</u>	\$7.60	\$0.33	\$0.72	<u>\$28.60</u>
4000 - 6000 hours	75%	<u>\$21.80</u>	<u>\$1.96</u>	\$7.60	\$0.33	\$0.72	<u>\$32.41</u>
6000 - 8000 hours	85%	<u>\$25.21</u>	<u>\$2.27</u>	\$7.60	\$0.33	\$0.72	<u>\$36.13</u>
Effective Date: June 1, 2010							
0 - 1000 hours	45%	<u>\$14.79</u>	<u>\$1.33</u>	\$0.00	\$0.33	\$0.72	\$17.17
1000 - 2000 hours	45%	<u>\$15.88</u>	<u>\$1.43</u>	<u>\$2.65</u>	\$0.33	\$0.72	\$21.01
2000 - 4000 hours	65%	<u>\$17.80</u>	<u>\$1.60</u>	<u>\$8.15</u>	\$0.33	\$0.72	\$28.60
4000 - 6000 hours	75%	<u>\$21.29</u>	<u>\$1.92</u>	<u>\$8.15</u>	\$0.33	\$0.72	\$32.41
6000 - 8000 hours	85%	<u>\$24.71</u>	<u>\$2.22</u>	<u>\$8.15</u>	\$0.33	\$0.72	\$36.13
Effective Date: July 1, 2010 *							
0 - 1000 hours	45%	<u>\$15.30</u>	<u>\$1.38</u>	\$0.00	\$0.33	\$0.72	<u>\$17.73</u>
1000 - 2000 hours	45%	<u>\$16.39</u>	<u>\$1.48</u>	\$2.65	\$0.33	\$0.72	<u>\$21.57</u>
2000 - 4000 hours	65%	<u>\$18.54</u>	<u>\$1.67</u>	\$8.15	\$0.33	\$0.72	<u>\$29.41</u>
4000 - 6000 hours	75%	<u>\$22.16</u>	<u>\$1.99</u>	\$8.15	\$0.33	\$0.72	<u>\$33.35</u>
6000 - 8000 hours	85%	<u>\$25.68</u>	<u>\$2.31</u>	\$8.15	\$0.33	\$0.72	<u>\$37.19</u>

* For years 2009 & 2010, journeyman increase of \$1.25 or CPI + 1% to a maximum of 4%, whichever is greater.

Amendment #9 – Insulator – June 1, 2010

It is agreed that any increase in the employers' benefit contribution made during the life of this contract will be financed out of a corresponding reduction in the Hourly Rate and Vacation and Holiday Allowance amounts as set out above. The package totals as set out above shall not be increased as a result of any increase in the employers' benefit contributions.

Note: Percentage of Journeymen's increase to be applied to apprentices should be as follows:

- 1st 2000 hours 45%
- 2nd 2000 hours 65%
- 3rd 2000 hours 75%
- 4th 2000 hours 85%

APPENDIX "B"

ASBESTOS ABATEMENT

Ratio: Four (4) Improvers to One (1) Mechanic.

- 1st Year Improvers who are members of Local 116 will have preference in manning the asbestos abatement jobs.
- New employees who are hired for asbestos abatement will not receive any contributions to the benefit and pension plan.
- The term and conditions of the Collective Agreement will apply to all members of Local 116.
- Employees hired for asbestos abatement will receive six percent (6%) vacation pay.

FIRE STOPPING

Ratio: The ratio for FIRE STOPPING will consist of four (4) Improvers to one (1) Mechanic.

- The employer will hire a fair ratio of Improvers in each year of the Improver's Classifications.

Amendment #9 – Insulator – June 1, 2010