HEAT & FROST INSULATORS
LOCAL 118
STANDARD AGREEMENT

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC ("CLR")

***(On its own behalf and on behalf of its member Employers who have authorized CLR to execute this Agreement and those members added from time to time by notice given to the BCBCBTU.)**

*Pursuant to the August 9, 2016 Letter of Agreement By and Between the BCBCBTU and CLR
As interpreted by the Arbitration Decision B.C.C.A.A No. 164
(hereinafter referred to as the "Employer")

AND:

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL UNION 118

(hereinafter referred to as "the Union")

May 1, 2026 to April 30, 2029

Table of Contents

CLAUSE 1 – OBJECTS 3
CLAUSE 2 – EFFECTIVE DATE AND DURATION 3
CLAUSE 3 – EXTENT 3
CLAUSE 4 – WAGES AND OTHER ITEMS 3
CLAUSE 5 – HEALTH AND WELFARE 5
CLAUSE 6 – PENSION 5
CLAUSE 7 – PENALTIES FOR DELINQUENT PAYMENT OF CONTRIBUTIONS AND/OR DEDUCTIONS 6
CLAUSE 8 – PAYMENT OF WAGES 6
CLAUSE 9 – HOURS OF WORK 8
CLAUSE 10 – TRANSPORTATION, TRAVEL, ACCOMMODATION AND BOARD 11
CLAUSE 11 – WORKING CONDITIONS 16
CLAUSE 12 – WORKING RULES 19
CLAUSE 13 – UNION SHOP AND UNION SECURITY 20
CLAUSE 14 – UNION REPRESENTATIVES AND SHOP STEWARDS 22
CLAUSE 15 – SAFETY PROVISIONS AND CONDITIONS 22
CLAUSE 16 – JOINT TRADE BOARD 23
CLAUSE 17 – JURISDICTION 24
CLAUSE 18 – GRIEVANCE PROCEDURE 25
CLAUSE 19 – PUBLIC RELATIONS 26
CLAUSE 20 – BONDING 27
CLAUSE 21 – SAVINGS CLAUSE 27
CLAUSE 22 – APPRENTICES 27
CLAUSE 23 – SUPPLEMENTARY DUES CHECKOFF 28
CLAUSE 24 – INSULATION INDUSTRY FUNDS 28
CLAUSE 25 – UNIFIED REMITTANCE OF FUNDS 30
CLAUSE 26 – ENABLING 30
APPENDIX "A" 31
APPENDIX "B" 32
APPENDIX "C" 33
APPENDIX "D" 34
SCHEDULE OF WAGES AND FRINGE BENEFITS – INDUSTRIAL 35
SCHEDULE OF WAGES AND FRINGE BENEFITS – COMMERCIAL INSTITUTIONAL 37
DRUG & ALCOHOL ABUSE STATEMENT OF POLICY 38
LIST OF SIGNATORY CONTRACTORS * 39

CLAUSE 1 – OBJECTS

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, 2026 to and including April 30th, 2029 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, 2029, 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 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 BC and Yukon borders on the South and West respectively, and an extension of the BC/Alberta border and the North Pole on the East and North respectively.

3.02 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 Industrial Hourly Rates and Classifications

The minimum Industrial rate of wages recognized by this Agreement for all classifications shall be as set out in the Schedule of Wages and Fringe Benefits – Industrial.

(a) Journeyperson Mechanic's Rate

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

(i) a seven cents ($0.07) per hour tool allowance;

(ii) a five cents ($0.05) per hour protective clothing allowance.

(b) Foreperson Rates

The Employer shall determine the number of employees required for the performance of any work function and shall select and appoint all Forepersons 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 Foreperson, shall be expected to use the tools of the trade and be paid one hundred and fifteen percent (115%) of the Journeyperson Mechanic's rate.

When an Employee is required to look after three (3) or more jobs they shall be classed as a Working Foreperson.

(c) General Foreperson

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

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

4.02 Commercial / Institutional Hourly Rates and Classifications

The minimum Commercial/Institutional rate of wages recognized by this Agreement for all classifications shall be as set out in the Schedule of Wages and Fringe Benefits – Commercial Institutional.

(a) Foreperson Rates

The decision to employ a Foreperson for Commercial/Institutional work is the sole decision of the Employer and the terms of Clause 4.01(c) shall not apply. A Foreperson shall work with the tools and must hold a Tradesperson Qualification certificate. Commercial/Institutional Forepersons shall be paid one hundred and fifteen percent (115%) of the Commercial Journeyperson rate.

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

4.04 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.

4.05 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 for Industrial. Vacation and Statutory Holiday Pay shall be combined at the rate of ten percent (10%) for Commercial/Institutional Journeypersons and Apprentices; and twelve percent (12%) for Forepersons.

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.

4.06 The recognized holidays are New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Friday immediately prior to BC Day, BC Day, Friday immediately prior to Labour Day, Labour Day, Thanksgiving Day, National Day for Truth and Reconciliation, 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 employee shall be required to work on Labour Day and/or Remembrance Day except for the preservation of life or property. All work performed on Statutory Holidays shall be paid for at the appropriate overtime rate.

On all Commercial/Institutional projects 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 for all hours earned for the purpose of the said Fund as set forth in the Trust Agreement.

5.02 It is also required that if the Employer fails to remit the report with covering cheque before the fifteenth (15^{th}) 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 Benefit Plans 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 for all hours earned for the purpose of the said Fund as set forth in the Trust Agreement.

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 Benefit Plans Trustees to the International Heat and Frost, Local Union 118 Pension Fund.

6.04 The Employer will cease Pension Contribution for any employee (a) continuing to work after the calendar year in which they turn 71 or (b) continuing to work while receiving a pension under this Agreement. The amount of the pension contribution will be redirected to an increased Employer contribution to another fund, as determined by the Union.

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 Ten Thousand Dollars ($10,000.00) 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 Trust Fund and the Pension Fund.

(c) The Employer may, at its discretion, implement direct deposit for payroll and provide itemized statements electronically.

(d) All payroll shall be processed in a manner consistent with CRA regulations.

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 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 they cease 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 they cease to be an employee.

(b) Employees subject to layoff shall so be informed while on the job site. Employees shall not be laid off by phone call, text message or email or any other alternative method of communication. In extenuating circumstances, this provision may be waived by the Business Manager in advance of the layoff.

(c) In the event that an employee is discharged for cause or if the employee voluntarily quits the job, the employee shall be paid all 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 they cease 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 they cease to be an employee.

(d) The Employer will retain all records relating to employment of its employees and payroll in accordance with the requirements of applicable legislation including, but not limited to, the *BC Employment Standards Act*, the *Personal Information Protections Act*, the *Freedom of Information and Protection of Privacy Act*, and Canada Revenue Agency guidelines. In order to protect employee privacy where maintenance of records is no longer required, they will be removed from the Employer's active systems. In the event the Employer's system is breached and identifiable personal information is released, the affected individuals will be notified as quickly as possible. Upon request, the Employer will provide a copy of their privacy policy to the Union.

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 this Clause.

(b) In the event an employee is laid off by the Employer, the Employer shall provide travel allowance as set out in Clause 10 (Transportation, Travel, Accommodation and Board) 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. Employees discharged for cause (other than inefficiency) shall be exempt from this Clause.

8.04 Standby Time

If the Employer fails to provide work and requires an employee to standby for more than two (2) consecutive working days in any work week, the employee, at their option, shall be deemed to have been laid off. If travel allowance is involved, the cost of return travel shall be paid by the Employer.

8.05 E.I. Record of Employment

Employees shall be issued their Employment Insurance Record of Employment no later than five (5) calendar days from the last day worked.

8.06 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 they are 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.

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) Day, Afternoon or Graveyard Shifts

More than one (1) shift may be worked at straight time rates. Day shift shall be paid eight (8) hours for eight (8) hours worked. Afternoon shift shall be paid eight (8) hours for seven and one-half (7½) 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 shift shall be constituted by two (2) consecutive work days. A graveyard shift shall be constituted by three (3) consecutive work days. In the event the shift is not constituted, all hours are paid two times (2X) the straight time hourly rate. The shift constitutes the shift, not the worker.

(c) Shift Differential Two Scheduled Shifts

When only two (2) shifts can be scheduled in a twenty-four (24) hour period (9 or 10 hour shifts), each shift shall provide for a one-half (½) 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, they 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 (1½). 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 (1½). All other overtime inclusive of work on Saturdays, Sundays or Statutory Holidays shall be paid at the rate of double time.

(c) No member shall be penalized for refusing to work overtime.

9.04 Compressed Work Week

A compressed work week may be established by the Employer as set out below. The terms and conditions of such compressed work week are as follows:

(a) Hours of Work

(i) 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.

(ii) 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.

(b) Overtime

(i) 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 (1½) times the otherwise straight time hourly wage rate.

(ii) On Commercial/Institutional jobs, the first eight (8) hours of overtime worked on a Saturday shall be payable at one and one-half (1½) times the otherwise applicable straight time hourly wage rate.

(iii) 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.

(c) Statutory Holidays

All Statutory Holidays which occur during a compressed work week schedule shall be observed on the actual day of the Statutory Holiday, even if such day would otherwise have been a regularly scheduled day off (e.g. the Friday of a Monday to Thursday compressed work week or a Saturday or a Sunday, etc.). When a Statutory Holiday is observed in accordance with the foregoing, overtime rates shall not apply on a regular work day in lieu of the Statutory Holiday. All Statutory Holidays which occur on the second or third day of a compressed work week may be rescheduled by prior mutual agreement of the Employer and the Union.

9.05 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 (7½) 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.

9.06 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 their shift without notification, i.e. - the posting of bulletins, contact by telephone, instructions from the Foreperson in charge of job - that no work is to be performed on the day in question shall, if they are in condition competent to perform their 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 9.06 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 their option, shall be deemed to have been laid off and shall be paid travel allowance as per Clause 10 (Transportation, Travel, Accommodation and Board).

(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.

9.07 Pre–Access Drug and Alcohol Testing

Where a member is required to perform a pre-access Drug & Alcohol test they will be paid one (1) hour at the regular rate for a successful test provided the report to the project. This amount will be paid on the first pay period for a successful test. This provision may be waived by the Business Manager.

9.08 Online Orientation / Indoctrination

Where an employee is required to complete an online orientation or indoctrination prior to reporting to a project site they will be paid a minimum of two (2) hours at straight time for time spent performing the orientation or indoctrination. In the event the orientation or indoctrination takes more than two (2) hours to complete the employee will be compensated for time spent performing the orientation or indoctrination to a mutually agreed upon limit based on expected length of time required to complete the orientation or indoctrination.

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 Vancouver, Port Moody, Coquitlam, Pitt Meadows and Maple Ridge to 276th Street on the east shall be considered as a travel free zone for any and all work performed within those boundaries and by any and all employees regardless of their place of residence.

(b) Victoria Free Zone

The areas of the City of Victoria, Esquimalt, Metchosin, to Duncan on the Malahat Highway and all of the Saanich Peninsula inclusive of Sidney and Swartz Bay shall be defined as a travel free zone for those employees resident of those areas.

(c) All travel outside of the free travel zones described above shall be paid for in accordance with the CRA allowable maximum each way to each employee, from the border of the free zone to be measured over a route which a bus or automobile can reasonably be expected to travel, the distance to be taken to the nearest kilometre.

(d) Employees shall be paid in addition all bridge, road tolls and ferry charges outside the established free zone.

(e) Employees shall be on the jobsite at starting time.

(f) On any commercial/institutional project in downtown Vancouver (the area bounded by Quebec St on the east, False Creek to the south and Burrard Inlet to the north), UBC or in the City of Victoria, the Employer will pay a daily parking amount on the following basis.

(i) Seventy-five cents ($0.75) per hour worked to a maximum of six dollars ($6.00) per day.

(ii) The Employer reserves the right to require presentation of receipts prior to making this payment to an employee.

(iii) This payment will not be made where adequate free parking is available or on any project where parking is provided by either the Employer or the client.

(iv) Where this parking premium is paid the Metro Travel premium will not be paid. Where the Metro Travel premium is higher than this parking amount this parking amount will not apply.

10.02 Employees shall report at the regular starting time of their designated shifts. Where an employee is required to travel from one (1) job to another job during working hours using their own vehicle, they shall be paid at the rate of fifty percent (50%) of Clause 10.01(c) as well as their regular hourly wage rate.

10.03 Out of Town Jobs

(a) When an employee is directed by their Employer not to return from the jobsite each day to the free zones about Vancouver or Victoria, the employee shall be considered to be working on an out-of-town job.

(b) Where a member is required to travel in excess of eight hundred (800) kilometres to an out of town project and they split their travel into two days they will be reimbursed their actual costs for one night accommodation plus meals up to the value of one days' LOA upon presentation of receipts (within five (5) days of arrival on site) to the Employer. This allowance shall be payable for both initial and terminal travel.

(c) Where an employee is living in accommodation provided by the Employer and is required by the Employer or the accommodation provider to change rooms outside of working hours, the employee will be paid two (2) hours at straight time to make such move. The Employer reserves the right to have the employee move during working hours in lieu of making this payment.

10.04 Camp Accommodation and Board

Where camps have been established in accordance with the BC and Yukon Building and Construction Trades Council Camp Rules the Employees covered by this Agreement shall receive their living accommodation and board in these camps. The Employer may, at its option, require the General Foreperson to live in accommodations other than the camp that is being supplied. This practice shall be consistent with all Insulation Contractors on a given site.

10.05 Jobs Without Camp Accommodation

On jobs where camp accommodation is not provided and where Employees are not local residents, employees shall be provided with and at the discretion of the Employer either:

(a) **(i)** Living out allowance (LOA) on the basis of two hundred and forty dollars ($240.00), effective May 2, 2027 two hundred and sixty dollars ($260.00) per day.

or:

(ii) Accommodation plus ninety-seven dollars ($97.00), effective May 2, 2027 one hundred dollars ($100.00) per day for meal allowance on a seven (7) day per week basis. Accommodation shall mean single rooms when available on a project. Available shall mean a hotel or motel located in or nearest to the city, town or village to which the job is located.

(b) When an employee is absent from work and does not furnish the Employer's representative on the job with satisfactory evidence of illness or accident, they will forfeit accommodation and meal allowance costs for the day they are absent. To qualify for living out allowance or meal allowance on weekends, the employee must work the last scheduled shift prior to the weekend and the first shift following the weekend or statutory holiday.

(c) Where it is not unreasonable that employees will vacate accommodation, for example, on weekends, LOA will not be payable and weekend checkout will then be effective.

10.06 Check Out Allowance

Any employee who is living in accommodation provided by the Employer may on any weekend vacate or check out of such accommodation and the Employer shall pay them forty dollars ($40.00) per day check out. To qualify, the employee must work the scheduled shift prior to the weekend or Statutory Holiday

and the scheduled shift after the weekend or Statutory Holiday, unless mutually agreed by the employee and the Employer Representative.

If meal tickets are provided to Employees, the employee who intends to check out or vacate for the weekend must turn in their meal tickets to the Employer's Representative not later than noon the day previous to checking out or vacating.

10.07 Travel Allowance

Employees directed to a project from which they do not return to their residence daily shall be paid a travel allowance for initial travel and transportation to the project and return from their designated dispatch point or their residence, whichever is closer, based on the CRA allowable maximum per kilometre by the most direct route in addition to ferry expenses (basic car and driver only, not over height vehicles or trailers) from the point of dispatch or residence, whichever is closer to the job. The Parties agree that this amount per kilometre will be adjusted based upon the published amount as established by the Canada Revenue Agency for reasonable daily vehicle mileage expenditures. Mutual agreement of the Parties is required to put into effect any amount exceeding the CRA allowable maximum per kilometre.

Mutual agreement of the Employer and employees is required for the use of air transportation. Should air transportation be used, the Employer shall pay air transportation costs inclusive of ground transportation at the terminus.

No other payment or reimbursement will be provided by the Employer for the employee's travel or time to and from out of town projects as defined by this c Agreement.

10.08 The employee shall be entitled to travel allowance to and/or from out of town jobs if:

(a) They have qualified for such in accordance with the schedule set in Clause 10.09 below;

(b) They have been employed until the job has been completed; or

(c) They have been employed until they are laid off, discharged (not for cause) or directed by the Employer to return to the free zone areas; or

(d) They qualify for such return travel allowance because the Employer and the Union acknowledge and agree that none of the provisions of this Section shall be applicable when the employee returns to the place of their dispatch for compassionate reasons verified by written statement of a physician and the Business Manager or Business Agent of Local 118.

10.09 Travel Qualification

(a) Travel allowance to all jobs in British Columbia after eleven (11) full consecutive working days, and travel allowance from all jobs in British Columbia after twenty-two (22) full consecutive working days. Qualifications for the Yukon shall be twenty-two (22) full consecutive working days in and forty-four (44) full consecutive working days out.

(b) An employee who is discharged for cause before qualifying under Clause 10.09(a) shall forfeit

travel allowances to or from an out of town job.

10.10 Periodic Leave

On out of town projects of thirty-five (35) calendar days or more, the Employer shall provide leave every twenty-eight (28) calendar days. An allowance for turnaround or periodic leave will be provided on a "use it or lose it" basis. Qualification requires five (5) days of work following the leave or payment. The allowance will be based on the following formula:

250 km to 500 km	$274.00
501 km to 750 km	$457.00
751 km to 1,000 km	$639.00
Over 1,000 km	$730.00

The mileage will be computed from the project to the transportation terminal nearest the Employee's domicile. It is agreed that the above amounts will be paid only once for each turnaround. The rate will be based on the maximum tax-free mileage rate established annually by the Canada Revenue Agency. The allowance will be calculated by multiplying the midpoint of each mileage rate by the posted mileage amount. These amounts will be updated on the same date as changes to the mileage amount are effective.

The extent of the leave shall be for a minimum of five (5) days to a maximum of one (1) week, or a number of days mutually agreed between the employee and the Employer's Representative. The timing of the leave shall also be decided by mutual agreement. In no event will an employee receive leave unless they actually return to their place of departure. Living out Allowances shall not be paid during leave periods.

10.11 Daily Transportation and Travel Allowance on Out of Town Jobs

When camp accommodations are not provided on the project, an employee shall receive daily transportation and travel allowance as follows:

(a) Daily travel allowance shall not be paid for travel within forty (40) road kilometres of the jobsite.

(b) When an employee is required to travel to and from work and part of this daily travel is outside the forty (40) road kilometre free zone, they shall be paid a daily travel allowance for days worked at the rate established in Clause 10.01(c) as measured by twice the distance on the most directly travelled route, to the nearest kilometre, from the limits of the forty (40) road kilometre free zone. In this case, the employee shall be responsible for their own transportation.

(c) Where a job is in the subsistence area and the employee does not have their own transportation or public transportation is not available, the Employer will provide the said transportation. In this case, where an employee is required to travel daily beyond the forty (40) road kilometre free zone, the employee will be paid travel allowance of fifty percent (50%) of the rate listed above in Clause 10.01(c) (Local Jobs).

10.12 Local Resident

(a) Where an employee is a local resident, the Employer shall not be obligated to supply living out allowance, accommodation and meal allowance and/or travel allowance to and from the project.

(b) A local resident will be defined to mean any person residing for a period of three (3) months within eighty (80) kilometres by road of the project or, where ferry travel is involved, within seventy-five (75) minutes travel time including ferry travel and road kilometres, and the resident's permanent residential address must be registered in the Vancouver office of Local 118, or their residency can be proven.

(c) A local resident shall receive primary consideration for hiring preference in the area where their permanent residence has been established.

10.13 The Union reserves the privilege to recall non-members of Local 118 off a project if Local 118 members become available, providing the non-member has been on the project for at least thirty (30) calendar days. It is agreed that the Union will exercise discretion in the application of this privilege so as to avoid creating hardship on Employers signatory to this Agreement.

CLAUSE 11 – WORKING CONDITIONS

11.01 Starting Time

Each employee shall be ready for work at the change shack at the time fixed for the commencement of their shift and shall proceed directly to their station of work. If employees are required to return tools to the place of storage, they shall be given reasonable time during working hours at the end of the shift to do this work.

11.02 On industrial jobs, the starting and stopping times shall be at the tool lock-up or lunchroom (for non-camp jobs).
On camp jobs, no walking time shall be paid up to twenty-five hundred (2,500) feet from the work site. Beyond twenty-five hundred (2,500) feet up to thirty (30) minutes travel each way, the Employer shall supply transportation. Travel time will be paid at prevailing rates for time in excess of thirty (30) minutes.

11.03 In the case of crawl work, all shifts shall commence at the portal and end at the portal.

11.04 Clothes Room

(a) Arrangements shall be made to provide clean and heated (and air conditioned in summer months) facilities for the eating of lunches, the hanging and drying of clothes and the safe storage and lockup of employee and Employer tools. Such facilities shall have windows and venting with adequate lighting and provision for continuous heat twenty-four (24) hours a day. The Employer shall be responsible for having the lockup and lunchroom cleaned up daily and kept cleared of building materials and other construction paraphernalia. The lunchroom shall not be used as a place to store tools, equipment and/or materials. On jobs of insufficient size or duration to warrant the foregoing conditions, this Clause shall not apply. On large jobs where an Insulator General Foreperson is employed by the contractor, it is understood that the lunch area shall not

be used to store tools, clothing, or equipment. The Employer shall provide a Notice Board for the Union to post information. The Employer shall provide microwave(s) and refrigerator(s) appropriate for the size of crew.

(b) Where the Employer claims "insufficient size or duration" and a disagreement arises, the resulting disagreement shall be adjudicated by a called meeting of the Joint Trade Board.

(c) The Employer must assure the safety of members' tools and work clothes against fire and burglary, and when working over water or such other areas where tools cannot be retrieved while in its employ and in the event of loss thereby, replace same. If so requested by the Employer, the employee will submit to the Superintendent or Company Representative an inventory of tools carried.

11.05 Rest Breaks

On a regular shift, two (2) ten (10) minute rest breaks will be taken at a location determined by mutual agreement between the Employer and the Union. Where work is scheduled for a period of ten (10) hours, there shall be two (2) rest breaks of fifteen (15) minutes each. Where work is required for a period of ten (10) hours, unscheduled, a third rest break will be taken at the end of eight (8) hours and every four (4) hours thereafter. Where work is required beyond ten (10) hours, a second meal break of one-half (½) hour will be provided at the end of eight (8) hours to be paid at straight time rates. If a second meal break is provided, the third rest break shall not be taken.

11.06 Toilet Facilities on Jobsite

The Employer shall supply clean flush toilets and wash up facilities with hot and cold running water, soap, and hand cleaner in accordance with the OHS Regulations. In the event that proper toilet facilities as described above are not provided, no employee will be penalized for leaving the job in the case of necessity.

11.07 Meal Hours

Times of meals and length of meal hours may be adjusted by mutual agreement between the Union and the Employer.

Where the employee is boarded in a camp the Employer shall provide hot soup, beverages and sandwiches. It will be the responsibility of the Employee to take the supplied lunch with them to the work site. Where the work site is within close proximity of the Employee's accommodations, hot lunches may be provided at the discretion of the Employer.

11.08 Drinking Water

It is agreed that where there is no running water available, cool drinking water in approved sanitary containers shall be provided. Paper cups will be supplied.

11.09 Handicapped Workers

The Employer agrees to employ any member of the Union on work which suits their physical ability and which is acceptable to the member. Those who have suffered injury or disability in the trade should be employed when and where their capabilities are considered suitable, provided workers have the approval of WorkSafeBC. The Employer will in all instances determine the employment of the member.

11.10 One (1) hours' notice of termination shall be given by the Employer. This hour is to be used by the Employee to gather their belongings together and to turn in any tools or goods belonging to the Employer. If such notice is not given, then two (2) hours at straight time shall be paid in lieu thereof.

11.11 The Employer shall allow time off work for any employee who is serving on a Union committee or for purpose of serving as a Union Delegate to any conference or function at no cost to the Employer.

11.12 Leaves of Absence

(a) Pregnancy and Parental Leave

Employees shall be entitled to Pregnancy and Parental Leave in accordance with the provisions of the *Employment Standards Act*.

(b) Compassionate Leave

An employee who requests leave under this section is entitled up to eight (8) weeks leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious family matter. The employee must provide the employer with a copy of the certificate at the earliest possible date.

(c) Illness or Injury Leave

Employees are entitled to illness or injury leave in accordance with the terms of the Employment Standards Act in effect on January 1, 2023.

(d) Military Leave

The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the "Declaration of Support for the Reserve Forces" signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

11.13 A telephone(s) shall be made available to all employees at all times for incoming or outgoing emergency purposes, and incoming messages of an emergency nature shall be relayed immediately. No employee, except for the steward (while doing business as a steward) shall be permitted to use a cell phone or smart phone for personal purposes during working hours, excluding rest and meal breaks, except in case of an emergency. Repeated violations of the foregoing shall constitute just cause for discipline, up to and including termination.

11.14 The Parties agree that discrimination under the prohibited grounds of the *BC Human Rights Code* shall not be tolerated within the open and inclusive craft building trades construction industry.

11.15 Cell Phone Apps

No employee shall be required to install any app on their personal phone as a condition of employment.

CLAUSE 12 – WORKING RULES

12.01 Employees covered by this Agreement shall take orders from the Foreperson to whom they are assigned, or if the Foreperson is not available, then from the Superintendent, or if the Superintendent is not available then from General Management.

The ratio of Apprentices on Industrial jobs may equal but not exceed a ratio of one (1) Apprentice to three (3) Mechanics employed on the job.

Example:

1 Mechanic	1 Apprentice
2 Mechanics	1 Apprentice
3 Mechanics	1 Apprentice
4 Mechanics	1 Apprentice

The ratio of Apprentices to Journeyperson mechanics for commercial and institutional jobs may equal but not exceed one (1) Apprentice to one (1) Journeyperson. Apprentices shall be under the supervision of a Journeyperson Mechanic at all times and shall be allowed to perform tasks appropriate to their level of training without direct supervision.

12.02 The Employer agrees that it will not sublet or contract out any work which is the established jurisdiction of Local 118 to any member of the Union. The Union agrees not to contract, subcontract or estimate on work, nor allow its membership to do so nor to act in trade capacity other than that of worker. It is also agreed that no member of a firm or officer of a corporation or their representatives or agents shall execute any part of the work of application of materials and in no case shall any member of the Union estimate on or give any labour figures.

12.03 No employee while on the Employer's payroll, shall engage in other employment for wages, provided they are working, offered work by the Employer to the extent of the regular or shift hours provided in this Agreement.

12.04 Tools

(a) It shall be the responsibility of each employee to supply and maintain the following adequate standard tools in good condition, with the exception of the First Year Apprentice and the First Year Improver:

Pliers or End Nippers	Hammer
Pointer, flat and gauging trowels	Screwdrivers (variety)
Scissors	Paste Brush
Tape Rule	Slicks
Saws - keyhole, handsaw	Tin Snips
Knives	Springs or Bands
Bull Snips	Crescent Wrench (8 inch)
Snips (red, green, yellow, blue)	Small adjustable square
Dividers	Trammel Points

(b) The Employer shall furnish and maintain without charge to the employee, hard hats, hard hat liners, and in addition, all cutting tools, gloves, hand cleaner (waterless), face cream (Vas) and brushes, as are necessary or required in the course of working with foamglass, glisotherm, mastic, expanded metal lath and wire mesh. The Employer shall supply staple guns to the Employee as required.

(c) The employee shall be responsible for the return of staple guns and other tools to the Employer as provided by the Employer. Such items shall be returned in usable condition, normal wear and tear excepted.

(d) A respirator (approved by WorkSafeBC) shall be furnished by the Employer to each employee on request. Replacement respirators will be provided at no cost ONLY when the used respirator is turned in to 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 employee's pay. A supply of respirator filters shall be available at no cost to the Employee.

(e) On asbestos removal projects, during the removal phase where showers are required, the Employer will supply clean socks, shorts, towels, shampoo and hot water and tools used in the enclosures.

CLAUSE 13 – UNION SHOP AND UNION SECURITY

13.01 Hiring

The Employer shall employ only members who have been dispatched by, or have a clearance slip from Local 118. The Employer shall have the right to name request all Employees. The Union will maintain an up to date list of members available for dispatch.

13.02 When Employers require additional employees, Local Union 118 shall be given first opportunity to provide them.

13.03 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. the Potential Member;
2. the Travel Card Members (Members of other International Heat and Frost Locals);
3. Members of the Union will be last for layoff or termination.

13.04 All Employees shall be notified of any job change prior to the completion of his regular work day.

13.05 **(a)** The Employer agrees to supply the Local Union with a list of all employees on the request of the Union.

(b) In the case of emergency help required for any one (1) job, the Union shall endeavour to fill these emergencies, until the Union shall supply its own members, provided the member of the Union is acceptable to the Employer. If not acceptable to the Employer, it must be for a just reason. The Employer shall give reason, in writing, within three (3) business days.

(c) The Employer shall not discriminate against any Employee by reasons of their membership in the Union or their participation in its legal activities.

(d) It shall not be the duty of the Employer to induce non-members to join the Union.

(e) No employee shall at any time be required to use their own vehicle for transportation of the Employer's tools and/or materials.

(f) The Employer shall employ and retain in its employ, only workers in possession of a valid clearance card slip from the Union.

(g) When Employees classified as local residents are hired, they shall be members in good standing of the Union and will be considered in possession of a valid clearance slip. The Union Office in Vancouver shall be notified and will provide such clearance slip.

(h) It is the prerogative of the Employer to hire and discharge employees.

13.06 Reservations Clause

Subject to reasonable notice given to the Employer, it shall not be a violation of this Agreement for the Union to withdraw its members from a jobsite or sites for:

(a) Rendering assistance to Labour Organizations;

(b) Refusal on the part of Union members to handle any materials, equipment or products declared unfair by Building Trades Councils; or manufactured, assembled or produced by an Employer "whose Employees are on strike against or are locked out by an Employer".

13.07 When the Employer is awarded a job, prior to the commencement of the job, the Employer may request from the Union concerned, information as to the categories of Union members available and eligible for hire. Upon receipt of such a request, the Union agrees to supply the necessary information to the Employer within forty-eight (48) hours and will co-operate with the Employer in supplying such qualified

members when required.

CLAUSE 14 – UNION REPRESENTATIVES AND SHOP STEWARDS

14.01 The Business Representatives of the Union shall be permitted on all jobs, but will in no way interfere with employees during working hours unless permission is granted by the Employer or its Representative.

14.02 A Job Steward shall be recognized on the job and shall not be discriminated against. The Job Steward shall have adequate time to take care of all grievances.

14.03 Whenever reasonable, the Union will be notified of the proposed discharge of a Job Steward. Upon written request from the Union, the Union shall be notified, in writing, within forty-eight (48) hours (excluding weekends, Statutory Holidays) if a Job Steward is discharged for cause and such cause shall be stated in the reason.

14.04 Under no circumstances shall a Job Steward or any employee, make any arrangements with the Foreperson or Management, or vice versa, that will change or conflict in any way with any Sections or terms of this Agreement without consulting the Business Manager and the Employer.

14.05 The Job Superintendent or Foreperson shall be notified by the Union of the name of the Job Steward and in the event of a layoff or reduction in the work force, such Job Steward shall, at all times, be given preference of continued employment until completion of the work unless otherwise agreed by the Parties hereto. Reasonable time shall be given to the Job Steward to carry out their duties.

14.06 An employee has the right to have a Union representative present either in person or via telephone/online at any meeting where disciplinary action is being taken. The employee and a Union representative will be advised in advance of the meeting if such is the case. Where the employee elects to not have a Union representative present, the absence of a Union representative shall not, on its own, affect the Employer's right to discipline the employee.

If during an investigation meeting the Employer believes that discipline may result from the investigation, the meeting will cease and the employee will be given access to a Union Representative.

CLAUSE 15 – SAFETY PROVISIONS AND CONDITIONS

15.01 All equipment, tools and material must conform and be utilized in conformity with applicable Provincial and/or Federal regulations, acts and laws. Employer safety rules and regulations shall be complied with provided they are not inconsistent with the above mentioned.

Occupational Health & Safety Regulations made pursuant to the Workers' Compensation Act, together with those adopted and published by the Employer, shall be observed at all times. It shall not be cause for dismissal if an employee refuses to work in contravention of such regulations. However, refusal by the Employer or the employee to comply with the regulations after being duly warned shall be a breach of the Agreement.

15.02 The Employer will give special attention to the Regulations regarding the formation of Safety Committees

and the establishment of scheduled tool box talks.

15.03 Both Parties shall ensure, as far as possible, that its members and/or employees are familiar with all safety practices for the worksites to which they are assigned.

15.04 When an employee is travelling on Company business at the request of the Employer, they shall be covered by Workers' Compensation. However, with specific reference to WorkSafeBC provisions and in the event of an accident and a claim by the Employee(s) is denied by WorkSafeBC, there shall be no legal obligation upon the Employer to acknowledge or accept the claim as denied by WorkSafeBC.

15.05 (a) Safety equipment and protective clothing as required by WorkSafeBC will be provided to employees required to work with spray machines, stud guns, injurious chemicals, insulation materials; goggles and masks shall meet WorkSafeBC standards.

(b) All safety equipment and clothing that is provided by the Employer under this Agreement will be correct fitting for every individual body type, size and gender when available.

15.06 (a) Should an employee receive an injury for which they are paid compensation by WorkSafeBC, they shall be paid for the remainder of the shift in which the injury occurred. If an employee suffers a job-incurred injury on an out-of-town job and WorkSafeBC and/or the attending Doctor should declare them unfit for work, the Employer will either stand the cost of transportation back to the point of departure, or if the projected period of incapacity is a short one, the Employer will continue to supply the usual LOA or accommodation and meal allowance.

(b) In the event an employee suffers a workplace injury which requires treatment at a location other than the workplace, the Employer will ensure that the employee is transported to the treatment location in a manner appropriate to the nature of the injury. In addition, the Employer is responsible to return the employee either to the workplace to collect their personal vehicle or to their accommodation (home if working in town or current accommodation if working out of town) at the conclusion of the medical treatment. The Employee will be paid until the end of their scheduled shift.

15.07 In order to be eligible for dispatch, Mechanics and Apprentices must have the following current credentials: SiteReadyBC (or equivalent), WHMIS, and hearing test.

CLAUSE 16 – JOINT TRADE BOARD

16.01 There shall be a Joint Trade Board consisting of four (4) members of Construction Labour Relations Association and four (4) members of Local 118. Such members will be named without delay by the respective Parties and will be replaced within thirty (30) days when a vacancy occurs. The Joint Trade Board shall meet in the afternoon on the last Thursday of each of January, May, and September in each year. An agenda will be jointly prepared in advance of each meeting.

CLAUSE 17 – JURISDICTION

17.01 Jurisdiction

(a) This Agreement shall apply to all Employees engaged in but shall not necessarily be limited to the following:

The manufacture, fabrication, assembling, molding, 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.

All protective covering required on insulation which is in the scope of the trade.

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

(b) There shall be, during the term of this Agreement, no stoppage of work arising out of any jurisdictional dispute. In case of a jurisdictional dispute over the allocation of work, it is agreed that the procedures prescribed in Clause 17.02 will be followed.

17.02 Jurisdictional Disputes

(a) Both Parties to this Agreement recognize and will strictly adhere to the Procedural Rules for the Umpire of Jurisdictional Work Assignments in British Columbia and other supplementary rule(s), agreement(s) and/or memoranda as may be agreed upon from time to time by Construction Labour Relations Association of BC and the British Columbia and Yukon Territory Building and Construction Trades Council. Should any provision or provisions contained in the above prove to be in violation of any legally effective Federal or Provincial statute, it is agreed that the prime Parties to the said Agreement will renegotiate such provision or provisions and all other provisions shall not be affected thereby.

(b) The Employer shall, upon request, make known its intended work assignment. It is agreed that such intended work assignment shall be determined by the standards contained in the Procedural Rules for the Umpire of Jurisdictional Work Assignments in BC.

(c) The participating Employer Association shall inform their stipulated members, in writing, of their responsibilities for the assignment of work in accordance with the Rules and Regulations of the Plan.

(d) The Parties agree that all cases, disputes or controversies involving jurisdictional disputes and assignments of work shall be resolved as provided in the Procedural Rules and Regulations

provided for in the Plan for the Umpire of Jurisdictional Work Assignments in British Columbia. The Parties agree that they shall comply with the decisions and awards of the Umpire of Work Assignment established by the Plan.

(e) The Union agrees that the establishment of picket lines and/or the stoppage of work by reason of the Employer's and/or Umpire's assignment of work are prohibited. No Local Union stipulated to the Plan shall institute or post picket lines for jurisdictional purposes.

17.03 Jurisdictional Assignment Plan Fund

(a) An amount equal to one cent ($0.01) per hour worked by Employees performing work in all classifications covered by this collective agreement will be paid by the Employers to the Trustees of the Jurisdictional Assignment Plan Fund in accordance with the unified remittance form. This contribution has been suspended by the Trustees until further notice from the Trustees.

(b) These moneys will be remitted to the Trustees by the fifteenth (15th) day of the month following that which contributions cover. The remittance shall be made in accordance with and through the same method established in this Agreement for the transmission of other funds.

CLAUSE 18 – GRIEVANCE PROCEDURE

18.01 Grievances

It is the spirit and intent of this Agreement as contained in Clause 1 – (Objects), to resolve all employee or Employer grievances promptly and wherever possible, within the Industry. If during the term of this Agreement, there should arise any differences between the Parties to, or the persons bound by this Agreement concerning interpretation, application, operation or any alleged violation hereof, or concerning discharge of any employee which may be alleged to be unjust, such difference shall be resolved without stoppage of work in the following manner:

Step 1: The employee involved, preferably with the Job Steward, will first take up the matter with their Foreperson or supervisor directly in charge of the work and if not resolved, Union and Employer representatives will discuss and, if possible, settle the matter.

Step 2: Failing resolution at Step 1, the grievance shall be set out in writing by the grieving party and shall include a brief statement of the nature of the grievance and referred to the other party and they shall forthwith confer on the matter. Such written submission must be made within thirty (30) days, with the exception of a matter of discharge which must be submitted within ten (10) days of occurrence, or in every case, the matter shall be deemed to be waived. Time limitations shall not apply where the grievance concerns Employer contributions to the Health and Welfare Fund, Pension Fund, Union Dues or Industry Funds referenced in Clause 24.

Step 3: Failing resolution at Step 2 within seven (7) days of a discharge issue or within twenty (20) days of any other issue, the grievance may, if mutually agreed, be referred in writing to the Industry Grievance Panel.

The Industry Grievance Panel shall be drawn from representatives of the Joint Trade Board

consisting of three (3) members of each of the Parties signatory to this Agreement. In all proceedings of the Panel, both Parties shall have equal representation and voting rights, in connection with which any question may arise. The Panel shall have the power on behalf of the respective Parties to adjust trade disputes, grievances or establish regulations governing the conduct of their members. The Panel shall meet and endeavour to render a decision within five (5) days of receipt of the grievance in writing.

A majority decision of the Industry Grievance Panel concerning a grievance referred to it shall be final and binding on the Parties and their members. If any grievance referred to the Industry Grievance Panel cannot be settled or otherwise resolved, upon it having been considered by the Industry Grievance Panel, then either of the parties to the dispute or grievance will be at liberty to refer the matter to arbitration as provided in Step 4 below.

In the event a matter of discharge has not been referred to the Industry Grievance Panel or to arbitration within seven (7) days of its receipt in writing, then the matter shall be deemed to be waived.

Step 4: Failing resolution at Step 3, within five (5) calendar days the dispute shall be referred to a single Arbitrator. In the event the Parties are unable to mutually agreed on an arbitrator they will apply to the Collective Agreement Arbitration Bureau to appoint an Arbitrator. The Arbitrator must hear and determine the difference and issue a decision, which is final and binding on the Parties and any person affected by it. Each party will pay its own costs and expenses of arbitration, and one-half (1/2) the compensation and expenses of the Arbitrator.

18.02 Time Limits

The time limits specified in this Clause shall be strictly construed and may be extended only with the mutual consent of the parties to the grievance.

CLAUSE 19 – PUBLIC RELATIONS

19.01 The Parties to this Agreement mutually undertake to do all possible to ensure that in relationships with the general public, every effort will be made toward the end that tactful associations are established and maintained particularly where temporary inconvenience may be caused due to construction in progress. Each party hereto undertakes to mutually discuss and correct instances which may arise prejudicial to such good relations.

19.02 The Parties further agree to undertake to do all possible to advance the reputation and efficiencies of the Insulation Industry to the purchasers of insulation products. The advancement of energy efficiency by use of insulation products shall be a mutual goal for employers and employees alike. Ethical practices shall be a key in the advancement of the Insulation Industry and as partners the employers and employees will work together to achieve the best product is delivered to our customers on time and on budget.

19.03 The Union hereby grants the Employer a non-exclusive license to use the trademarks set out in Appendix "C" to this Agreement (the "Marks") in accordance with the terms and conditions set out in the said Appendix throughout North America in connection with insulation services, including manufacture, handling, distribution and installations of insulation materials (the "Services").

CLAUSE 20 – BONDING

20.01 Before Union members are dispatched to any Employer who has not been signatory to a Heat and Frost Insulators Agreement in British Columbia for a minimum of two (2) years, such Employer may be required to deposit a bond suitable to the Union, up to a maximum of one thousand dollars ($1,000.00) per Employee and a total maximum of fifteen thousand dollars ($15,000.00) with an independent third party (Trust Company, etc.) for use in default of payment of wages, pension contributions, welfare contributions, vacation pay, Statutory Holiday pay, or any other contributions provided by the Collective Agreement. When no longer required, such bond by mutual consent of the Union and the Employer concerned shall be terminated.

CLAUSE 21 – SAVINGS CLAUSE

21.01 It is assumed by the Parties hereto that each provision of this Agreement is in conformity with all applicable laws of Canada and the Province of British Columbia. Should it later be determined that it would be a violation of any legally effective Federal or Provincial Order or Statute to comply with any provision or provisions of this Agreement, the Parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to such Federal or Provincial Order or Statute and the other provisions of this Agreement shall not be affected thereby.

CLAUSE 22 – APPRENTICES

22.01 All Apprentices shall be employed in accordance with the Provisions of the British Columbia Apprenticeship Act, and the Parties hereto agree to observe all the provisions of the said Act.

22.02 Each Employer employing three (3) Mechanics or more must employ at least one (1) Apprentice and in addition must employ one (1) additional Apprentice if available, for every four (4) Mechanics employed. Any deviation from this must be approved by the Insulation Industry Apprenticeship Board.

The ratio of Apprentices to Journeyperson mechanics for commercial and institutional jobs may equal but not exceed one (1) Apprentice to one (1) Journeyperson.

22.03 All Apprentices, indentured or probationary, shall be registered with the Insulation Industry Apprenticeship Board. Such Board will consist of four (4) members, two (2) signatory employers from BCICA and two (2) from the Union. The registered office of the above Board shall be 1155-573 Sherling Place, Port Coquitlam, BC V3B 0J6.

22.04 Apprenticeship Training Program Fund

Sixty cents ($0.60) per hour worked shall be funded to maintain the Apprenticeship Training Program for Local 118 apprentices, and to establish and maintain an upgrading and training program for Mechanic members of Local 118. It is understood that fifty percent (50%) of this funding is contributed by the Employer and fifty percent (50%) of this funding has been directed from the employees' wage package.

CLAUSE 23 – SUPPLEMENTARY DUES CHECKOFF

23.01 As a condition of employment, each Employee will submit a written authorization for Supplementary Dues Checkoff.

23.02 The Employer will deduct from each employee covered by this Agreement, the amount of six percent (6%) per hour earned as Supplementary Dues and remit same to the Union not later than the fifteenth (15th) day of each month following the month in which deductions were made. The Union may alter the amount of deduction on the anniversary date of this Agreement providing notice has been submitted to the Employer at least thirty (30) days prior to that anniversary. If the Employer fails to make the required deductions, it shall be liable for the amount due.

CLAUSE 24 – INSULATION INDUSTRY FUNDS

24.01 BCICA Fund

Twenty-four cents ($0.24) per hour for each and every hour worked or $15.00 per month, whichever is greater, will be paid by each Employer to the British Columbia Insulation Contractors Association.

24.02 Contract Administration Fund

The Parties agree that each Employer shall contribute the sum of eleven cents ($0.11) for each hour worked on behalf of each employee working under the terms of this Agreement, to the Contract Administration Fund. CLR may alter this amount with sixty (60) days written notice. It is agreed that the Union will collect and forward without exception all monies designated for the Contract Administration Fund and received in accordance with the standard remittance form utilized by the Union not later than the last day of the month in which such amount was received and shall be accompanied with a summary report that provides hours of work and fund remittances by each signatory employer.

A representative of CLR so designated may inspect, upon appointment, the receipts and records of the Union related to the Contract Administration Fund.

It is understood that any cost incurred in remittance notification or changes thereof shall be borne by CLR.

24.03 Insulation Industry Education Fund

The Employer shall remit monthly to the Union fifty-six cents ($0.56) per hour for each and every hour worked.

It is agreed that this fund will be used to promote programs of industry education, training, research and the technical and business skills of Employers and Employees, stabilize and improve Employer/Union relations and promote, support and improve the training and employment opportunities for Employees. No part of these payments shall be used for political or anti-Union activities.

24.04 Insulation Industry Health Hazard Fund

Employers agree to pay thirteen cents ($0.13) for each and every hour worked to the Insulation Industry Health Hazard Fund.

24.05 BC Construction Industry Rehabilitation Fund

The Employer will contribute on behalf of each Employee covered by this Agreement the amount of four cents ($0.04) per hour worked, to the BC Construction Industry Rehabilitation Fund.

In addition to the above contribution, the Employer will deduct from each Employee four cents ($0.04) per hour worked for the BC Construction Industry Rehabilitation Fund.

24.06 Insulation Industry Scholarship Fund

One-half cent ($0.005) per hour for each and every hour worked will be paid by each Employer to the Insulation Industry Scholarship Fund. These Funds will be used by the Union to award annual scholastic scholarships.

24.07 BC and Yukon Territory Building and Construction Trades Council Fund

The Employer shall deduct from each employee ten cents ($0.10) per hour earned which shall be remitted in accordance with the monthly unified remittance form for the BC and Yukon Territory building and Construction Trades Council Fund.

24.08 BCBCBTU Funding

The Employer shall contribute five cents ($0.05) for each hour worked to fund the Bargaining Council of British Columbia Building Trade Unions. This funding will continue as long as the Bargaining Council structure continues to exist pursuant to the *Labour Relations Code*.

24.09 Labour Management Cooperative Trust Fund

The Employer shall contribute five cents ($0.05) per hour worked to the Labour Management Cooperative Trust in accordance with the monthly unified remittance form. The Journeyperson wage package was reduced by five cents ($0.05) to accommodate this fund.

24.10 BC Substance Abuse Testing and Treatment Program

The Employer shall contribute one cent ($0.01) for each hour worked by employees covered by this Agreement to the BCD&A Drug & Alcohol Program Society.

24.11 Promotional Fund

The Employer shall contribute eight and one half cents ($0.085) per hour worked to the Promotional Fund.

CLAUSE 25 – UNIFIED REMITTANCE OF FUNDS

25.01 All Fund payments, with the exception of payment of Union Dues Check-off, shall be consolidated into one (1) cheque payable to: "Heat and Frost Insulators - Local 118 - In Trust". Separate payment of Union Dues check-off shall be made directly to the Union. All payments are to be made by the fifteenth (15th) day of the month following the month that such contributions cover to the addresses designated on the Unified Remittance Form.

A summary report that provides hours of work and remittances by each signatory contractor shall be forwarded to CLR not later than the last day of the month in which such remittances were received.

25.02 If the Employer has no Employees during a given month, it shall submit a "Nil" report unless it is clearly understood by all parties that it has declared itself out of business.

CLAUSE 26 – ENABLING

The Union, in conjunction with the Employers' representative or Employers bidding work in the respective jurisdictions, may determine on a job by job basis if special dispensation is required to become competitive, and should the necessity arise, may, by mutual agreement and in writing, amend or delete terms or conditions of the Agreement for the length of the job.

Both parties agree that such enabling shall not be used to reduce or eliminate any joint industry funds or individual dues to umbrella organizations without the prior written consent of the BCBCBTU and CLR.

Signed on this 16th day of NOVEMBER, 2026

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC

SIGNED ON BEHALF OF:

INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS AND ALLIED WORKERS LOCAL UNION 118, VANCOUVER BC

APPENDIX "A"

LETTER OF UNDERSTANDING

Both Parties agree and understand that should the Union dispatch permits, that the Employer will assess the skills and experience of such individuals and establish what skill levels the individual permit holder has and at what Apprentice/journeyperson level of pay the permit holder merits. The Employer shall notify the Union within a three (3) week period of pay levels so established.

APPENDIX "B"

LETTER OF UNDERSTANDING

Both Parties understand and agree that the following provision shall be in full force and effect until such time as the Union provides written proof that all insulation contractors signatory to a construction agreement are signatory to an agreement that provides identical terms and conditions as this Standard Agreement.

The Parties agree that should the Union conclude a different collective agreement with 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.

APPENDIX "C"

LETTER OF UNDERSTANDING

RE: CLAUSE 19.03 - TRADEMARK LICENSE

The Union's Marks licensed for use by the Employer under this agreement are:

1. 

2. GreenJobsGreatJobs

The Employer shall not assign or sub-license any of its rights to use the Marks to any party without the Union's prior written consent. The Employer shall use the Marks only in the form and manner and with the appropriate legends and/or notices as prescribed from time to time by the Union. In the absence of any directions from the Union to the contrary, any use of the Marks by the Employer shall be accompanied by a notice that the use is a licensed use and that the Union is the owner of the Marks. The Employer shall promptly notify the Union of any unauthorized use of the Marks by others. Notwithstanding section 50(3) of the *Trade-marks Act*, the Union shall have the sole right and discretion to bring infringement and/or unfair competition proceedings involving the Marks.

The Employer acknowledges that the Union owns all right, title and interest in and to the Marks, and shall do nothing inconsistent with such ownership, and shall not, at any time, contest, or assist others in contesting, the Union's title to the Marks or the validity of the Marks. All use of the Marks by the Employer shall have the same effect as use of the Marks by the Union. The Employer agrees that the character and quality of the Services provided by the Employer in connection with the Marks shall conform to standards set from time to time by and be under the control of the Union. The Employer shall cooperate with the Union in facilitating the Union's control of the character and quality of the Services provided in association with the Marks, shall permit reasonable inspection of the Employer's business premises and shall supply the Union, upon request, with specimens showing use of the Marks in association with the Services. The Employer shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the provision of the Services in association with the Marks. Nothing in this or any other agreement gives Employer any right, title or interest in the Marks. Upon termination of this agreement, the Employer shall immediately discontinue all use of the Marks and of any names or trademarks confusingly similar thereto or which incorporate any of the Marks.

APPENDIX "D"

LETTER OF UNDERSTANDING

Pursuant to the Overall Memorandum of Settlement signed by CLR and BCBCBTU on April 19, 2026 the Jurisdictional Assignment Plan contribution of one cent ($0.01) per hour worked is suspended for the term of the 2026 – 2029 collective agreement.

SCHEDULE OF WAGES AND FRINGE BENEFITS – INDUSTRIAL

INDUSTRIAL JOURNEYPERSON

	31 May 2026	02 May 2027	30 Apr 2028
Wage	$49.79	$51.42	$53.10
Vac. & Stat. Hol. Pay (12%)	$5.98	$6.17	$6.37
Health & Welfare	$3.50	$3.55	$3.60
Pension	$5.60	$5.60	$5.60
Apprenticeship	$0.60	$0.60	$0.60
BCICA	$0.24	$0.24	$0.24
Contract Administration	$0.11	$0.11	$0.11
Education	$0.56	$0.56	$0.56
Health Hazard	$0.13	$0.13	$0.13
Rehabilitation	$0.04	$0.04	$0.04
BCBCBTU	$0.05	$0.05	$0.05
JAplan	n/a	n/a	n/a
Scholarship	$0.005	$0.005	$0.005
LMCT Fund	$0.05	$0.05	$0.05
D&A Society	$0.01	$0.01	$0.01
Promotional Fund	$0.08	$0.08	$0.08
Rehabilitation (deduction)	$0.04	$0.04	$0.04
BCYT (deduction)	$0.10	$0.10	$0.10

INDUSTRIAL APPRENTICE WAGES

	31 May 2026	02 May 2027	30 Apr 2028
8th 6 months 90%	$44.81	$46.28	$47.79
7th 6 months 85%	$42.32	$43.71	$45.14
6th 6 months 80%	$39.83	$41.14	$42.48
5th 6 months 75%	$37.34	$38.57	$39.83
4th 6 months 70%	$34.85	$35.99	$37.17
3rd 6 months 65%	$32.36	$33.42	$34.52
2nd 6 months 60%	$29.87	$30.85	$31.86
1st 6 months 55%	$27.38	$28.28	$29.21

INDUSTRIAL FOREPERSON WAGES

All contributions and deductions under the Industrial Journeyperson apply except where it is varied below.

	31 May 2026	02 May 2027	30 Apr 2028
Foreperson (115%)	$57.26	$59.13	$61.07
Vac. & Stat. Hol. Pay (12%)	$6.87	$7.10	$7.33
General Foreperson (120%)	$59.75	$61.70	$63.72
Vac. & Stat. Hol. Pay (12%)	$7.17	$7.40	$7.65

SCHEDULE OF WAGES AND FRINGE BENEFITS – COMMERCIAL INSTITUTIONAL

COMMERICAL INSTITUTIONAL JOURNEYPERSON

	31 May 2026	02 May 2027	30 Apr 2028
Wage	$42.69	$44.01	$45.37
Vac. & Stat. Hol. Pay (10%)	$4.27	$4.40	$4.54
Health & Welfare	$3.50	$3.36	$3.46
Pension	$3.30	$3.21	$3.21
Apprenticeship	$0.60	$0.60	$0.60
BCICA	$0.24	$0.24	$0.24
Contract Administration	$0.11	$0.11	$0.11
Rehabilitation	$0.04	$0.04	$0.04
BCBCBTU	$0.05	$0.05	$0.05
JAplan	n/a	n/a	n/a
LMCT Fund	$0.05	$0.05	$0.05
D&A Society	$0.01	$0.01	$0.01
Promotional Fund	$0.08	$0.08	$0.08
Rehabilitation (deduction)	$0.04	$0.04	$0.04
BCYT (deduction)	$0.10	$0.10	$0.10

COMMERCIAL INSTITUTIONAL APPRENTICE WAGES

	31 May 2026	02 May 2027	30 Apr 2028
8th 6 months 90%	$38.42	$39.61	$40.83
7th 6 months 85%	$36.29	$37.41	$38.56
6th 6 months 80%	$34.15	$35.21	$36.30
5th 6 months 75%	$32.02	$33.01	$34.03
4th 6 months 70%	$29.88	$30.81	$31.76
3rd 6 months 65%	$27.75	$28.61	$29.49
2nd 6 months 60%	$25.61	$26.41	$27.22
1st 6 months 55%	$23.48	$24.21	$24.95

COMMERCIAL INSTITUTIONAL FOREPERSON WAGES

All contributions and deductions under the Commercial Institutional Journeyperson apply except where it is varied below.

	31 May 2026	02 May 2027	30 Apr 2028
Foreperson (115%)	$41.37	$43.93	$45.64
Vac. & Stat. Hol. Pay (10%)	$5.89	$6.07	$6.26
Health & Welfare	$3.50	$3.55	$3.60
Pension	$4.37	$4.47	$4.57

DRUG & ALCOHOL ABUSE STATEMENT OF POLICY

- Where a pattern of chemical dependence is suspected or apparent and documented;
- And where the problem is affecting the Member's ability to do their assigned job;
- And where it may affect the safety of that or other tradespeople on that job;

The Union office will address the situation with that Member.

The discussion will be CONFIDENTIAL, NON-THREATENING AND SUPPORTIVE.

The Member in question will, at the initial discussion, be made aware of the Union's concern and a suggestion made that they seek help for the problem through the Rehabilitation Plan or any other resources at their disposal. The Member then has their choices. At this point, a time frame to effect a change in the pattern will be contracted with the Member.

Given a fair time allowance with no significant change in behaviour or a worsening of the situation, the Mandatory Referral process will take place. The Member will be re-confronted and informed that unless treatment is sought, dispatch privileges (may) will be revoked until there is evidence that the addiction had been dealt with in a recognized treatment process or facility.

Further information can be obtained from the office of the
CONSTRUCTION INDUSTRY REHABILITATION PLAN
Telephone (604) 521-8611

In addition to their present Drug and Alcohol Abuse Statement of Policy, the Parties to this Agreement shall be bound to the Construction Industry of British Columbia Substance Abuse Testing and Treatment Program Policy.

LIST OF SIGNATORY CONTRACTORS *

The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit, and the Union recognizes CLR as the exclusive bargaining agent for all CLR members.

Effective the date of signing of this Agreement, the following employers have authorized CLR to bargain the new Heat & Frost Insulators, Local 118 Standard Agreement with the International Association of Heat & Frost Insulators, Local Union 118 and to sign such Agreement on their behalf.

1. Aluma Systems BC Ltd.
2. B.C. Thermal Applicators, Ltd.
3. Brock Canada West Ltd.
4. C & G Insulation Ltd.
5. CAM Field Solutions Canada Corp
6. CIMS Limited Partnership
7. Clear Water Energy Services LP
8. ECKO Insulating Inc.
9. Fuller Austin Inc.
10. KAEFER Industrial Services Ltd.
11. KBR Industrial Canada Co.
12. LML Industrial Contractors
13. Park Deroche Inc.
14. Remco Insulation Ltd.
15. T L & T Electric Ltd.
16. Tracer Industries Canada Limited
17. TVE Industrial Services Ltd.
18. Waiward Industrial LP

* The Letter of Agreement Re: By and Between Language signed by the BCBCBTU and CLR on August 9, 2016 shall govern the addition of an authorized Employer(s) to the above List of Signatory Employers. As interpreted by the Arbitration Decision B.C.C.A.A No. 164