

MASTER AGREEMENT

2020-2023

**International Association of Heat & Frost Insulators and Allied
Workers**



**International Association of Heat and Frost Insulators and Allied
Workers Local Union No. 73
Phoenix and Tucson, Arizona**

August 1, 2020- July 31, 2023

**MASTER AGREEMENT
TABLE OF CONTENTS**

ARTICLE I TERMS OF AGREEMENT	2
ARTICLE II RECOGNITION-TERRITORIAL JURISDICTION.....	2
ARTICLE III WORK JURISDICTION	3
ARTICLE IV MANAGEMENT RIGHTS.....	4
ARTICLE V ZONES AND TRAVEL ALLOWANCE.....	5
ARTICLE VI WAGES.....	6
ARTICLE VII HOURS OF WORK	9
ARTICLE VIII OVERTIME AND HOLIDAYS	10
ARTICLE IX HIRING HALL	10
ARTICLE X WORK STANDARDS AND RULES.....	12
ARTICLE XI TOOL LIST.....	15
ARTICLE XII HEALTH AND SAFETY.....	18
ARTICLE XIII TRUST AND BENEFIT PLANS.....	18
ARTICLE XIV TRAINING PROGRAM	22
ARTICLE XV GRIEVANCE PROCEDURE.....	23
ARTICLE XVI MISCELLANEOUS PROVISIONS.....	24
ARTICLE XVII TARGET JOB PROGRAM	25
ARTICLE XVIII POLICY ON ALCOHOL AND DRUG ABUSE.....	26
ARTICLE XIX LABOR MANAGEMENT COMMITTEE.....	30
ADDENDUM INDUSTRIAL MAINTENANCE.....	35
ADDENDUM COMMERCIAL	39
ADDENDUM COMMERCIAL (SOUTHERN ARIZONA)	44
ADDENDUM ABATEMENT.....	48
ADDENDUM FIRESTOP.....	49

MASTER AGREEMENT

**INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS
AND ALLIED WORKERS
LOCAL #73, PHOENIX AND TUCSON, ARIZONA
2020-2023**

Agreement between the Western Insulation Contractors Association of Arizona and International Association of Heat and Frost Insulators and Allied Workers, Local No. 73, Phoenix, Tucson Arizona.

**ARTICLE I
TERMS OF AGREEMENT**

This Agreement effective this 1st day of August 2020, between Valley Mechanical Insulation, hereinafter referred to as the Employer and the International Association of Heat & Frost Insulators and Allied Workers Local No. 73, shall terminate July 31, 2023.

**ARTICLE II
RECOGNITION-TERRITORIAL JURISDICTION**

Recognition:

A. It is mutually agreed, understood and acknowledged that the Heat & Frost Insulators & Allied Workers Local Union No. 73 is the sole and exclusive bargaining representative of all Employees covered by this Agreement. Upon the Union's request for recognition as majority representative, the Employer verified the evidence presented by the Union demonstrating that the Union represents an uncoerced majority of the Employer's insulation employees. Based on this clear and unequivocal demonstration of majority support, the Employer recognizes the Union as the sole and exclusive bargaining representative and acknowledges that the Union represents a majority of employees employed to perform bargaining unit work. The Employers hereby recognize the Union as the exclusive Collective Bargaining agent for Mechanics, Intermediate Mechanics, Apprentices, Applicant Apprentices, Material Handlers, Helpers and Hazardous Material Handlers who perform any of the duties as described in Article 111, Section A, hereof.

The Union recognizes Valley Mechanical Insulation, as a bargaining employer that is not affiliated with the Western Insulation Contractors Association of Arizona.

1. Territorial Jurisdiction:

It is hereby agreed that this Agreement shall be binding upon each Employer and upon the Union and each employee represented by the Union within the jurisdiction boundary of the Union as designated in its charter granted by the International Association of Heat & Frost Insulators and Allied Workers, which is the State of Arizona.

The Employer further agrees that on all operations outside of the chartered territory of the Union they will abide by the rates of pay, rules and working conditions established by the Collective Bargaining Agreement between the Local Insulation Contractor and the Local Union in that jurisdiction. No more than one (1) member-mechanic (job foreman), or five (5) members engaged in asbestos abatement, can work on any one (1)

operation of any one (1) employer within the jurisdiction of another local union, unless there is a shortage of labor in that jurisdiction. The employer is privileged to send the mechanic (job foreman) as outlined above, but cannot bring a mechanic (job foreman) into an area where he is already bound by the collective bargaining agreement. Such members must conform to the working rules and trade agreements of the local union under whose jurisdiction they work, and whose business management they must notify no later than twenty-four (24) hours after said work has been started, interrupted, resumed or completed. This means each new job foreman must also report.

They shall receive the wage rate highest in either of the two locals, and the higher board or travel allowance applicable to the particular job site, and shall receive the fringe benefits of their home local, which shall be payable to their home local in accordance with its administration of same. If the fringe benefit package in the area worked is higher than the home local's fringe benefit package, then the difference between the benefit package must be applied to and be part of the wages making the total package equal to the higher total package of the collective bargaining agreement in the area worked. They shall work under the working conditions, such as hours and observed holidays, of the contract of the local in whose jurisdiction the job is located. For purposes of the Article the term "fringe benefits" includes welfare, pension, or other similar funds, but no vacation funds which, for the purpose of this Article, are included as wages.

An "operation" as herein defined means all contracts on or within the premises of buildings, mines, mills, factories, shipyards, etc.

ARTICLE III WORK JURISDICTION

A. General:

This Agreement covers the rates of pay, rules and working conditions of all Mechanics, Intermediate Mechanics, Apprentices, Applicant Apprentices, Material Handlers and Hazardous Material Handlers covered by this Agreement, regardless of the location of their employment within the jurisdiction of Local No. 73, when they are engaged in the preparation, fabrication; alteration, application, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing and/or weather proofing of cold or hot thermal insulation with such materials as may be specified when there are materials to be installed for thermal purposes in voids, or to create voids, or on either piping fittings, valves, purpose of thermal control. The handling, distribution and cleanup of all thermal insulation materials and related accessories on job premises and all other such work that is within the jurisdiction of Local No. 73. This includes all labor connected to Firestopping or Fireproofing technicians and apprentices engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing and maintenance of the following when applied by machine or other application methods of all fire stopping materials including, but not limited to: intumescent firestop sealant, intumescent firestop blocks, esoteric firestop sealant, self-leveling firestop sealant, trowel able firestop compound, firestop collars, composite sheets, putty pads, fire containments pillows, wrap strips, putty sticks, firestop mortar, firestop mastic, refractory ceramic fiber blanket for kitchen exhaust and fire rated duct systems or other materials used in connection with labor and to include other fire protection materials such as boots and cable coating which are connected with the handling or distribution of the above insulating materials, or the repair and maintenance of all equipment, on the job premises. The types of work shall include but not be limited to: top of the wall, curtain wall, fire rated wall penetrations, grease ducts, stairwell pressurization systems, beam, column and deck fireproofing, application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage

of fire, smoke and other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components and sealing of penetrating items and blank openings, sound proofing systems, lead abatement, asbestos removal, thermo lag, and related accessories on job premises and all other such work that is within the jurisdiction of Local No. 73. This Article does not include the manufacture of pipe covering and/or fittings in one-piece halves or the facing of flexible blanket duct insulation.

This work coverage clause shall include the fabrication of all-fittings and lags whether done at the jobsite or in the shop to the extent that such work jurisdiction is recognized under the provision of Article VIII of the Agreement.

B. Subcontractor:

The individuals, firms, or corporations comprising, Western Insulation Contractors Association of Arizona, Employers signatory hereto, agree to execute their work as described in Article III, as direct Employer of employees represented by Local No. 73, and not sublet any of the same, nor the labor thereof, except to contractor signatory or bound by this Agreement, and Local No. 73 agrees not to contract, subcontract or allow its members to do so, nor to act in any trade capacity other than that of workmen. 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 or application of materials.

As an exception to the foregoing, qualified members of Local No. 73 may be utilized by the Employer in the capacity of Superintendents or Estimators. Superintendents or owners will not be counted in calculating mechanic-apprentice ratio.

The Union agrees to allow the Contractor to subcontract work to non-signatory contractors when there are less than two (2) signatory contractors to perform said work, (i.e. Spray Foam Insulation).

C. Favorite Nation:

In no event shall the Employer be required to pay lower rates of wages or be subject to more unfavorable work rules established under the contract than any other person, firm or corporation to whom Local No. 73 furnishes labor pertaining to work in the insulation industry.

D. Project Agreement:

Local No. 73 will make same conditions available for the same project while under construction.

**ARTICLE IV
MANAGEMENT RIGHTS**

It is agreed by the Union that the Employer signatory hereto retain and reserve solely and exclusively, all their inherent rights to manage their business except to the extent that such rights would be contrary to or inconsistent with the express and implied provisions of this Agreement, or the practices established in this Industry in the State of Arizona as of the date of the signing of this Agreement.

**ARTICLE V
ZONES AND TRAVEL ALLOWANCE**

A. Dispatch Points:

Employees, when working on jobs in Zones 1, 2 and 3 hereinafter defined, shall receive the travel allowance and wages specified below under each of the zone classifications. The radius of circles, which form the travel zones, shall be drawn about the City Hall of Phoenix and the City Hall of Tucson. The zone boundaries shall be determined by the most current Rand McNally map. In Zone 3, mileage shall be determined by the most direct route as shown by Mapquest.com. All towns or points that fall on a zone boundary line shall be considered to lie in the new higher zone.

B. Zone Description:

Zone 1 shall consist of the area lying within the boundaries of a circle, the radius of which is forty-five (45) miles from the City Hall of Phoenix and the City Hall of Tucson.

Zone 2 shall consist of the area lying beyond Zone 1 and within the limits of a circle whose radius is sixty-five (65) miles from the City Hall of Phoenix and the City Hall of Tucson, including Globe , Casa Grande and the Lewis Prison.

Zone 3 shall consist of the area lying beyond a circle whose radius is over sixty-six (66) miles from the City Hall of Phoenix and the City Hall of Tucson which includes San Manuel and Palo Verde Nuclear Plant.

C. Other Provisions:

1. On all jobs in Zone 1 through 3 inclusive, employees shall be ready for work at the shop or at the designated jobsite as directed by the Employer at the designated starting time.
2. Travel expenses shall not be paid to an employee working in Zones 2 and 3 when he is on the payroll and when he is furnished company-owned transportation to and from jobs and is not required to remain out of town.
3. In Zone 3, \$95.00 per day minimum shall be paid. If this subsistence amount is proved inadequate, Employee, Employer, and Business Manager (if required) will agree upon a new amount. The new agreed amount will be paid to all employees at the jobsite.
4. On Davis-Bacon projects in zones 2 and 3, daily subsistence will be paid at half of listed rates below. Half subsistence not applicable to Davis –Bacon projects where posted wage is equivalent to Commercial, Industrial Maintenance and Southern AZ addendum rates.

Zone 2	\$40.00
Zone 3	\$95.00

D. Travel Allowance:

1. When work is performed in Zone 3, all employees shall be paid an allowance for travel expenses of fifty five ½ (0.555) cents per road mile to the jobsite from the City Hall of Phoenix or the City Hall of Tucson. This amount shall adjust pursuant to IRS allowances. The employer will pay travel one way to employee on the first trip to the project. Employees will receive travel pay only once one way per project.
2. If an employee is sent from one job to another in Zone 3, he shall be paid travel expense of fifty five & ½ (.555) cents per road mile from the first jobsite to the new jobsite. The employee, after payment, shall be considered as working at the new jobsite and shall be paid as stated above. This amount shall adjust pursuant to IRS allowances.
3. Travel in Zone 3 will be paid from dispatch point (Phoenix/Tucson) nearest employee residence.

When an employee is sent from a Zone 3 jobsite to a jobsite in Zone 1 or Zone 2, the employee shall be paid the return mileage allowance to the original dispatch point, Phoenix or Tucson. If the employee returns to the original Zone 3 jobsite, mileage will again be paid to the employee.

**ARTICLE VI
WAGES**

A. Wages:

The Employers agree to pay Mechanics and Apprentices, through the duration of the Agreement, the following wages per hour. When an employee is classified as a class 3, 4, or 5 for the purpose of the Individual Account Plan, overtime shall be based on the full mechanic rate. Payment for all Fringe Benefit Funds will be paid on for hours worked, including show-up time.

Effective Dates:

	8/01/2020	8/01/2021	8/01/2022
Master Agreement			
Total Wage Package (Includes \$14.15 Fringes)	56.98	58.98	60.98
Mechanic (Check Wages—Less \$14.15 Fringes)	42.83	44.83	46.83
Fringes=Pension, H&W, Occ Health, Nat. Appr. Fund & LMCT			
1st Year-- 50% 0-9 months no H&W			
1st Year-- 50% H&W commences on 10th Month			
2nd Year -- 60% 3rd Year-- 70%			
4th Year-- 80%, -5th Year -90%			
Applicant Apprentice/Material Handler/H.M.H – 45% of Mechanic Wage			
Helper -40% of Mechanic Wage			

1st year Apprentice, MH and HMH does not lose on fringe change. Apprentices shall receive same wage increase in each zone as Journeyman.

All rates for all classifications will be listed on Appendix A prior to effective dates.

All above wages require the addition of fringe benefits as stated in the Master Agreement. 2nd year apprentices shall receive Health & Welfare, Occupational Health, Nat. Appr., LMCT and IAP Pension benefits only. 1st year apprentices no fringes (except LMCT & Nat. Apr.) 0-9 months, Health and Welfare contribution begins on tenth month for 1st year Apprentice. Material Handlers shall receive 45% of Mechanic check wage and receive

no benefits. The Employee's report to the Administrator of the Western States Asbestos Pension Fund and National Asbestos Workers Medical Fund shall disclose which of his employees are Material Handlers.

B.
Continuing Education

Labor and Management are committed to continuing Journey work training and the lifelong learning process. As such, the following shall apply:

Every Journeyman beginning August 1, 2020, shall be required to take Continuing Education annually. Pre-approved training will be provided through the Training Trusts. Training from other HFIAW programs shall not be automatically recognized.

The following requirements must be satisfied:

1. A minimum of one (1) skills class eight (8) hours minimum directly related to the Work Description in Article III of this Agreement must be taken annually.
2. Successful completion of said course.

The time frame in which to satisfy the annual requirements for the next year shall be from August 1, 2020 through July 31, 2021.

Training must be taken before July 31, 2021 for eligibility on August 1, 2021 and by July 31, 2022 for August 1, 2022 eligibility.

Journeyman must fulfill their Continuing Education requirements annually to be eligible for any August 1st wage increase. If they have not fulfilled their requirements they will receive the expiring Journeyman hourly wage until such time as they meet the requirements to receive their increase. This section shall not apply to non-taxable benefits under Article XIII.

Upon written confirmation from the applicable training program of a Journeyman's fulfillment of the Continuing Education requirements subsequent to the Month & day deadline, the affected Journeyman will be re-dispatched at the full Journeyman rate beginning the first day of the month following completion of the requirement.

1. Newly advanced Journeymen shall automatically receive current wage rate of contract year.
2. If a newly advanced Journeyman has advanced within 6 months of an expiring wage rate he shall only be required to complete one (1) eight (8) hour session.
3. Apprentice delaying advancement date in attempt to bypass 8hr. training session shall be required to complete training. Advance date shall be based off of anniversary date maintained by JATC, setbacks for disciplinary actions will be considered.

Labor Management will have authority to resolve all issues pertaining to the mandatory Continuing Education Program. Should the question of appropriateness of content arise it shall be referred to the Executive Board for resolution.

C.

Foreman:

The Employer shall appoint one (1) foreman on every jobsite requiring four (4) or more employees, but less than ten (10), who is to receive base rate of mechanic plus 10% an hour additional pay.

1. On jobs requiring ten (10) or more employees, there shall be appointed a General Foreman, who shall receive the base rate of mechanic plus 15% an hour additional pay. On job requiring fifteen (15) or more employees, there shall be an additional foreman and for every ten (10) employees after, there shall be appointed one (1) more foreman, who shall receive base rate of mechanic plus 10% per hour additional pay.
2. Foreman's Duties: Assigns and supervises work of individual craftsmen in the crew, specifically concentrating on safety, quality and productivity. This should include work activity layout, insuring that sufficient tools and material are provided, people are working safely, and arranging for any training required for the crew and any other duties deemed by the employer.
3. General Foreman's Duties: Coordinates with Craft Superintendent; man-power, equipment and material requirements, work sequences, methods and schedules for efficient utilization of manpower and equipment.
4. General Foreman brought in from other territories will not be counted in this Article.
5. Foreman training consisting of two (2) 8 hour sessions shall be completed for Journeyman eligibility to receive applicable additional Foreman compensation. Approved Foreman training programs to be similar to established training programs, i.e. L.M.C.T. , AGC, accredited Apprentice courses per the curriculum of the International Training Program, WICA or similar. Training shall be completed prior to August 1 2018 for employee to receive additional Foreman's pay. Employer agrees to compensate employee for eight (8) hours wages, employee will not receive compensation for the other eight (8) hours of training. Foreman Training dates for this contract term to be determined in Labor-Management meetings.

D.

High and Hazard:

Employees working in a Boson's Chair or on a suspended cable or swinging scaffold shall receive a premium of \$1.00 per hour in addition to their regular rate. Regarding Smelter work, when the smelter is in operation and the toxic gases at the smelter requires use of gas masks or respirators, employee shall receive one dollar (\$ 1.00) per hour in addition to their regular rate of pay for times when they are required to use such masks or respirators. Employees or foremen shall receive such premium pay only if actually performing the premium work. To be limited to areas where required by ownership to specifically wear the respirator on the individuals face for duration of workday.

E.

Parking:

When the employee parks his own vehicle he will be reimbursed actual expense when receipts are presented to the Employer.

**ARTICLE VII
HOURS OF WORK**

A. Workday:

The regular workday shall consist of eight (8) consecutive hours, exclusive of lunch but inclusive of a 15 minute morning break, commencing at 8:00 A.M. The starting time, however, as particular job conditions permit or require, may be changed by the individual Employer, after the Employer has given proper notification to the Union. In no instance shall the regular work day start earlier than 5:00 A.M.

B. Shift Work:

Shift work shall be permitted on the following basis:

Normal Day Shift shall be known as #1 or Primary Shift. The #1 shift must be worked between the hours of 5:00 AM to 5:00 PM. The Second or Swing Shift shall be known as #2 Shift. The #2 Shift must be worked between the hours of 4:00 PM to 1:00 AM. The Third or Graveyard Shift shall be known as the #3 Shift. The #3 Shift must be worked between the hours of 12:00 AM to 8:00 AM.

All #2 Shifts will be worked at 5% "Shift Differential" over the base hourly rate and the #3 Shift will be worked at 10% "Shift Differential" over the base hourly rate.

The #1 Shift shall be the regular work day as defined in paragraph "A" above. Pay for a #1 Shift shall be based upon actual hours worked or per "Article X Show Up Time". Wages paid shall be based upon the regular hourly base wage rate. All Fringe Benefits shall be remitted based upon "Total Hours Paid".

The #2 Shift shall be 8 hours pay and the work day consisting of 8 consecutive hours, exclusive of lunch but inclusive of a 15 minute morning break. Pay for a #2 Shift shall be based upon actual hours worked or per "Article X Show Up Time". Wages paid shall be based upon the regular hourly base wage rate. "Shift Differential" shall be based upon the straight time base wage rate, not on overtime rates. All Fringe Benefits shall be remitted based upon "Total Hours Paid".

IE: (ST= \$20.00x 5%= \$1.00= \$21.00 / OT= \$30.00 + \$1.00= \$31.00).

The #3 Shift shall be 8 hours pay and the work day consisting of 8 consecutive hours, exclusive of lunch but inclusive of a 15 minute morning break. Pay for a #3 Shift shall be based upon actual hours worked or per "Article X Show Up Time". Wages paid shall be based upon the regular hourly base wage rate. "Shift Differential" shall be based upon the straight time base wage rate, not on overtime rates. All Fringe Benefits shall be remitted based upon "Total Hours Paid".

IE: (ST= \$20.00x 10%= \$2.00= \$22.00 / OT= \$30.00 + \$2.00= \$32.00).

An regular shift is defined as an shift that is worked for 3 or more consecutive days.

All hours worked in excess of a "Full Shift Period" shall be paid in accordance with "Article VIII Overtime & Holidays. All overtime shall calculated on the regular straight time rate, not on the regular straight time rate plus "Shift Differential".

ARTICLE VIII

OVERTIME AND HOLIDAYS

- A. All hours after eight (8) hours per day and all hours on Saturday shall be time and one-half (1 1/2) Sunday and Holidays shall be double time. All hours worked after 10 hours Monday through Friday, and all hours worked after 8 hours on Saturday, shall be double time. Every effort will be made not to exceed ten (10) hours a day with the exception of an emergency or plant safety. All overtime will be employee's option with no penalty imposed by Employer for not working.
- B. The observed Holidays are: New Year's Day, Presidents Day, Memorial Day, Independence Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Such Holidays shall be observed on days to coincide with national observance of the Holidays. No work shall be performed on Labor Day except in special cases of emergency and then only when triple (3) time is paid.
- C. When a Holiday falls on Sunday, the following Monday shall be observed as the Holiday. When a Holiday falls on Saturday, the proceeding Friday shall be observed as the Holiday.

ARTICLE IX HIRING HALL

- A. The Employer and the Union agree that in the employment of the employees for all work covered by this Agreement and where said employees are referred to the Employer by the Union as hereinafter provided, the following conditions and procedures shall govern:
 - 1. The Union shall establish open and nondiscriminatory lists for employment of employees in the work and area jurisdiction of this Agreement. As used herein, the term to open and-nondiscriminatory" employment means that the selection by the Union of applicants for referral to jobs shall be on nondiscriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligations of Union membership, policies or requirements.

There shall be no discrimination against any person with regard to recruitment, hiring, promotion, demotion, transfer, rates of pay or other forms of compensation, selection for apprenticeship training, layoff or termination, or admission to Union membership because of sex, race, religion, color, national origin, or ancestry.

- B. A dispatching office will be established and the dispatching office shall maintain appropriate registration lists or cards, kept current, and referrals will be made in the order of preference.

"A" List

Workers being dispatched from within the jurisdiction of Local No. 73, who are duly qualified for the job, who are available for work, who are duly registered as out-of work at the Dispatching Office, and who have worked as a mechanic for signatory Employers in the area and craft jurisdiction of Local No. 73 for at least five thousand (5,000) hours in the last five (5) years preceding the date of their current registration. Any Apprentice completing his Apprenticeship pursuant to the rules and regulations of the Joint Apprenticeship Committee shall automatically be qualified to register on the "A" List without regard to the

hours-years standard. Any newly organized person who qualifies as a mechanic member shall be qualified to register for the "A List".

"B" List—Apprentices, Applicant Apprentices

Workers being dispatched from within the jurisdiction of Local No. 73, who are apprentice employees, who are indentured in the Joint Apprenticeship Training Program, who are available for work, who are then duly registered as out-of-work at the Dispatching Office.

The JATC shall be responsible for and develop a policy for the rotation of apprentices to insure proper training during the apprenticeship period. This policy will be implemented by January 15, 2003. If the JATC is not able to accomplish this task, rotation of apprentices shall be as mutually agreed upon between Business Manager and Employer.

"C" List

Workers being dispatched from within the jurisdiction of Local No. 73, who are Journeymen Asbestos Workers, who are then registered as out-of-work at the Dispatching Office, and do not qualify under the "A" list hours worked provision.

Applicant Apprentices shall be defined as persons that have completed probationary period as a Helper for 400 hours or 3 months and have applied to the JATC prior to being indentured into the apprenticeship program. Successful Applicant Apprentices shall be indentured into the Apprenticeship program immediately after their probationary period and start school after their 6 month probationary period. The number shall be determined solely by the JATC.

"D" List— Material Handlers and Hazardous Material Handlers, Helpers

All other employees and job applicants shall be placed on the "D" List and will be considered temporary employees. The temporary "D" List employees would be replaced providing "B" List employees become available within forty-eight (48) hours. When an Employer has a reduction in force, temporary employees shall be the first to be laid off.

C. Employees or job applicant shall be entered on the appropriate out-of-work list in order in which they register at the Hiring Hall and shall advance on each list as those with prior registration are dispatched. An employee who is dispatched shall be removed from the out-of-work list unless he re-registers within forty one hours worked of his dispatch as a result of a layoff, in which event he will be returned to his former position on the list. An employee, who refuses to be dispatched, if he is able to work, shall be placed at the bottom of the out-of-work list.

1. Job applicants shall be dispatched in the order in which they appear on the out-of work registration list maintained for such purpose at the Union Hiring Hall, i.e., on a first-in, first-out basis within their specific classifications.
2. The employees or job applicants on the "A" List shall be dispatched before any employees or job applicants on the "B" List, and all employees or job applicants on the "B" List shall be dispatched before any employees or job applicants on the "C" List are dispatched, and all employees or job

applicants on the "C" List shall be dispatched before any employees or job applicants on the "D" List are dispatched, except as hereinafter provided.

Applicants on the "A", "B", "C", and "D", list shall be dispatched by name if applicable. Apprentices may be dispatched before the "A" list to meet the proper ratio.

3. In the cases where the Employer calls upon the Union for employees, such Employer shall have the right to reject, on a nondiscriminatory basis, any job applicant.

The Individual Employers shall secure all employees covered by the Agreement through the Employment Office of the Union. Satisfactory and competent employees will be furnished within two (2) regular working days exclusive of the day they are requested. All requests for employees must be made on a regular working day and during the regular office hours of the Union between 9:00 A.M. to 4:00 P.M. In the event the employees cannot be or are not furnished by the Union, the Individual Employer may employ any person, but shall within twenty-four (24) hours notify the Union of the name, address and social security number of the person or persons so employed and of the date and classification of the employment. If so demanded by the Union or any Individual Employer, such employees shall be required as a condition to continued employment, to submit to examination by the Joint Apprenticeship Training Committee to determine their classification and qualification for employment within the industry.

4. The Employers have the right to inspection of dispatching operations, provided reasonable notice is given, and such inspection is during regular office-hours.
5. "Available for work" and "duly registered" means that the applicant must have registered, must have his registration current, and must be present at the time and place uniformly required for referral and must be ready, able and willing to go to the jobsite and perform work for which he is being dispatched. The regulation and practice of the Dispatching Office shall be uniform as to all applicants with respect to registration, re-registration, physical presence in the office-at given hours, telephoning in, being available at a telephone, etc., and the applicants shall be informed of such regulations and practices. The Employer shall notify the Hiring Hall by 4:00 P.M. the day before the employees are to be dispatched.
6. No workman shall be put to work unless he has with him a written referral from the proper Dispatching Office. Employee's domiciled in the Metro Phoenix area shall go to the Union hall and pick up their referral prior to reporting for work except in those circumstances where first obtaining the referral would, because of the distance involved, be impractical. In the latter instance, the dispatcher will mail or deliver to the Employer the appropriate referral. The parties agree to utilize a referral slip mutually agreeable to both parties, further the employers agree to return the referral signed by Union, employee and employer within 7 days of dispatch. Referrals shall be returned via fax, e-mail, Fed-Ex, U.S Mail or hand delivered).
7. The operation of the Hiring Hall and the employment practices in the industry shall be conducted in conformity with that order of the United States Department of Labor dated November 3, 1971, pursuant to Executive Order 11246.3 C.F.R. 402 and 41 C.F.R. 60, dealing with compliance with "Affirmative Action Plan" as conditions of federal and federally-assisted construction. The Union accepts the responsibility of providing minority personnel in compliance with these requirements insofar as it is within its power to do so, and if the Union is unable to comply, the Employer may on twenty-four (24)