

Master Labor Agreement

Between

WICA & IEICA

And the



International Association of

Heat & Frost Insulators

& Allied Workers

Local No. 82-Chartered 1927

8/1/19 – 8/1/22

Eastern Washington, Northern Idaho and Montana

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WORK RULES

1. There shall be no limit on production by employees or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under the supervision of the craft foreman. There shall be no restrictions on efficient use of the work force other than as may be required by safety regulations, provided, however, legitimate manning practices that are a part of national or local agreements shall be followed.
2. Security procedures for control of Contractor and Employee tools shall be the joint responsibility of the Contractor and Employees.
3. Employees shall be at their place of work, dressed and ready for work, at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the employer until the quitting time. The parties re-affirm their policy of a fair day's work for a fair day's wages. It shall be the responsibility of the employee Reporting the time to report the hours worked before 10:00 am on the last day of the work week.
4. Practices not a part of terms and conditions of Collective Bargaining Agreements will not be recognized.
5. Slowdowns, standby crews and featherbedding practices will not be tolerated.
6. It is agreed that overtime is undesirable and not in the best interests of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept to a minimum.
7. **JOB STEWARD:** On a project where an employer has 10 or more Local #82 members, a job steward may be appointed. A Job Steward shall be a working employee, appointed by the Union, who shall, in addition to his work as a mechanic, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible. The Union shall notify the Employer in writing of the appointment of each Job Steward, and the Employer, before lying off or discharging the Job Steward shall notify the Union of its intention to do so. In no event shall the Employer discriminate against the Job Steward or lay the Steward off or discharge the Steward on account of any action taken by the Steward in the proper performance of the Steward's duties.

8. Cleanup time will be allowed for maintenance and cleanup of special equipment or for radiation requirements. Personal cleanup times shall be at the discretion of the employers.
9. All safety regulations shall be strictly observed by both the Employee and Employer.
10. Content and safety data shall be provided for any new materials used on a job site or in the shop for fabrication prior to use.
11. On jobs that have no starting and quitting siren, horns, whistles, buzzers, etc.: starting and quitting shall be called by the foreman or lead mechanic. An employee's violation of starting and quitting times shall result in a warning in writing, further violations will lead to discharge of the employee.
12. **COFFEE BREAK:** Ten minutes morning and afternoon at the Employee's work place if the conditions of the work place are clean and sanitary, if not, the Employer will provide the Employee a place that is. If the workday exceeds eight hours there shall be a coffee break every two hours thereafter, except for meal breaks.

This AGREEMENT made and entered into this first day of September 2016 by and between the Inland Empire Independent Contractors Alliance and Western Insulation Contractors Association

Party of the First Part (*hereinafter called the Employers*) and the Heat and Frost Insulators and Allied Workers Local 82, Spokane, Washington, Party of the Second Part (*hereinafter called the Union.*)

ARTICLE I TERRITORIAL JURISDICTION

It is agreed that an Employer is anyone contracting for the work described in Article II and that the provisions of this Agreement shall be binding upon the Employees individually and the Union within **all counties of the state of Montana:** within the following counties of the state of Idaho: **Benewah, Bonner, Boundary, Clearwater, Idaho Kootenai, Latah, Lewis, Nez Perce and Shoshone;** and the following counties within the state of Washington: **Adams, Asotin, Benton, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla and Whitman.** The Rand-McNally map shall be considered to be the official map of the trade.

The employers further agree 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 contractors and the local union in that jurisdiction. Employers may send one mechanic and in the event of insufficient supply of local labor in that territory, such additional employees as may be necessary. Such employees shall receive, in addition to transportation costs, the highest wage rate for their classification, board allowance, fringe benefits and other conditions of employment of either that jurisdiction or as established in this agreement.

ARTICLE II WORK COVERED

This agreement covers the rates of pay, rules and working conditions of all employees engaged in the preparation and physical distribution on the job site, and application of pipe and boiler coverings, insulation of hot surfaces, ducts, flues, etc. Also the covering of cold piping and circular tanks and equipment connected with it, fire and pressure seals, fire stops of mechanical, electrical penetrations and all other work included in the trade jurisdictional awards to the union and standing agreements with other trades.

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

All fabricated work done in the employer's shop covered under the scope of this agreement shall be performed by employees under the terms and conditions of this agreement. It shall have the authorized Asbestos Workers International Union label, or Asbestos Workers covered by this agreement shall not be required to handle such material.

ARTICLE III WORK DAY

The "regular work day" shall be eight (8) hours, between 6:00 a.m. and 6:00 p.m., unless scheduled a 4/10 work day.

All deviations from "regular" starting times shall be made by mutual consent of the union and the employer. The deviation herein provided for shall be construed to permit earlier or later starting time for the convenience of owners or customers. All provisions of this agreement, including the overtime pay requirements for work in excess of eight (8) hours per day unless, scheduled a 4/10 job, shall remain although an earlier or later starting time is established. An employee who fails to work the full regular work day hours as required by this agreement after prior written warning by the employer may be terminated.

**ARTICLE IV
AT WORK**

1. The union agrees that employees shall be considered employees of the shop from the time they report to the jobsite or shop as directed by the employer and that they shall proceed to and execute said work in a faithful workman-like manner and not quit the same until after reasonable notice has been given to the employer. Complaints arising from inferior workmanship shall be referred to the Joint Trade Board and all found contributing to it shall be penalized.

**ARTICLE V
AGREEMENTS WITH OTHER
EMPLOYERS**

The union is to be notified of any employee loaned between shops. Any extension beyond (5) days shall be cleared through the union.

**ARTICLE VI
UNION OFFICE**

Local No. 82 shall have a permanent office address with telephone service where the Business Manager or authorized personnel can be communicated with each working day for the purpose of answering inquiries and providing necessary service to the trade, and where the current "out-of-work list" shall be posted.

**ARTICLE VII
APPRENTICE RATIO**

SECTION 1:

- A. The ratio of apprentices may equal but not exceed a ratio of one (1) apprentice to three (3) mechanics employed in a shop. No apprentice shall execute work on a job site unless in the company of a mechanic; however, if the mechanic misses a work day, the apprentice will perform his duties as if the mechanic were present for that day. Should the mechanic be absent for two (2) workdays, the apprentices shall be transferred to another job unless prior approval is given by the union for the apprentice to continue working alone.
- B. The apprentice to mechanic ratio shall be in compliance with all JATC standards and bylaws.

SECTION 2:

An employer may employ a greater number of registered apprentices if all available permanent mechanics are employed and if the employment opportunity exists.

SECTION 3:

An employer may have first one mechanic on a job site and the next employees on the job site may then be apprentices so long as the employer adheres to the shop wide apprentice ratio as stated above in Section 1 of this article.

**ARTICLE VIII
UNION SECURITY & RESIDENT
EMPLOYEE
& HIRING ARRANGEMENT**

SECTION 1. *UNION SECURITY*

The employer recognizes the union as the sole and exclusive bargaining representative of all employees performing work over which the union has jurisdiction, such jurisdiction is defined by the Building and Construction Trades Department of the American Federation of Labor.

The Union having requested recognition as a Section 9(a) representative of the employees covered by the Collective Bargaining Agreement and having offered to demonstrate or having demonstrated through authorization cards that it has the support of the majority of the employees to serve as such representatives, the employer hereby recognizes the Union as the Section 9(a) of the National Labor Relations Act representative of the employees.

SECTION 2. *RESIDENT EMPLOYEES*

Employees shall declare a permanent residence within the union's territory. Zone pay shall be computed from the city hall of the incorporated city nearest to the employee's declared residence. Employees working in Zones 3 through 5 shall receive zone pay and will not receive subsistence pay.

(See Article XIII regarding Zone 6)

Employees may change their declared residence at will, but for the purpose of this agreement, an employee's new residency declaration shall not be effective until a period of 60 days has elapsed from the time of the employee's declaration of his or her new residency.

SECTION 3. *HIRING*

(A) The employers and the union agree that in the employment of workers for all work covered by this agreement; the following conditions and procedures shall govern:

That neither the union nor the employer shall discriminate against any employee or application for employment because of race, color, sex, age, creed or national origin.

(B) This obligation not to discriminate in employment includes, but is not limited to the following: Hiring, placement, upgrading, transfer or demotion, recruitment, advertisement or solicitation for employment, training during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff or termination of employees.

(C) That the union shall establish and maintain open and non-discriminatory employment lists for employment of workers in the work and jurisdiction area of the union. As used herein the term "open and non-discriminatory" employment lists means that; The selection by the union of applications for referral to jobs shall be on a non-discriminatory 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 obligation of union membership, policies or requirements.

(D) That the employers shall first call upon the union for such employees as they may need from time to time. The union shall immediately use its best efforts to furnish to the employer employees of the classification needed by the employer.

(E) That the union will furnish each required competent employee entered on its lists to the employer by use of a written referral and will furnish such employees from the union's listings in the following manner:

SECTION 4. DISPATCHING

1. Mechanics and apprentices will be dispatched as they appear on the "out of work list" as follows:

A. Mechanics and apprentices will be dispatched from the "A" list with the employer having the first choice and alternating choices thereafter regardless of the employee's position on the list.

B. Employees who are registered on the permanent list and who have worked for the employer during the previous six (6) months may be requested by name. If within nine (9) months, an employee has an active unemployment claim with the employer, the employer may also request the employee by name.

C. Requests by names for Foreman or General Foreman will be recognized if the mechanic is registered on the permanent list. A mechanic dispatched as a foreman shall work in that capacity and be paid at that rate.

D. Employees will not be referred to an employer if the employer has notified the union in writing that the employee is not eligible for re-hire. This non-eligibility for re-hire status may be reviewed by Employer & Business Manager.

E. The dispatching and hiring of employees shall be in the following sequence.

1. *Permanent List Employees*
2. *Temporary List Employees*
3. *Emergency List Employees and Improver List Employees.*

(E-1) Emergency employees may be used to apply or fabricate insulation. Emergency employees' working time shall count toward advancement to the permanent list.

(E-2) Improvers shall perform the work commonly done by Indentured Apprentices and shall be supplied by the union when there are no Washington State Registered Apprentices available. Improvers shall be used only in conformance with the apprentice ratio requirements as defined in Article VII of this agreement. *Permit Commercial Improvers may be utilized as outlined in Article XXVII (d-h).

(E-3) Emergency Employees and Improvers shall not be hired until an effort has first been made to hire Washington State Registered Apprentices. This is in the best interest of the trade.

(F) All Emergency Employees shall be laid off prior to Temporary Employees. All Temporary Employees and Improvers shall be laid off prior to Permanent Employees with the exception being as outlined in Article XXVII (d-h).

(G) The employer will give reasonable advance notice to the union upon ordering employees. In the event that forty-eight (48) hours after such notice the union cannot furnish employees, the employer may procure qualified employees from any other source or sources. If employees are so employed, the employer will immediately report to the union each such employee by name, ssn, address, telephone number and classification.

The above referenced forty-eight (48) hours will begin from 8:00 AM of the day the request for employees is made if the request is made before noon. If the request for employees is made after noon, the forty-eight (48) hours will begin from 8:00 AM the following workday.

(H) All applicants for employment may be required to furnish the employer satisfactory written evidence of their qualification. The employer retains the right to reject any job applicant referred by the union, but shall in no way discriminate against persons because of union membership or activities. The hiring hall will get written notification of denial of employment within one (1) week of occurrence.

(I) the union will maintain appropriate registration facilities in its offices for qualified employees and new applicants for employment. All such qualified employees and new applicants must register in writing for employment with the union within the first five (5) working days of each calendar month in order to be eligible for dispatch.

(J) An employee dispatched by the union shall be "available for work"; which is defined for purposes of this agreement to mean that the registrant on the "out-of-work list", maintained by the union, must be present at the time and place uniformly required for dispatch. Must be available at a telephone where they can be reached and that in addition the registrant is not currently employed at the trade. Must be able and willing to go to the jobsite and perform the work for which he is being dispatched.

(K) An Employee shall be removed from his position on the "out-or-work" list maintained by the union for any one of the following reasons:

1. *The employee is dispatched to a job upon which they work more than 12 (twelve) calendar days.*
2. *The employee, on at least two (2) occasions during a workweek, is not available for work.*
3. *The employee is dispatched to a job and fails to report to the jobsite or employer within two (2) days.*
4. *Where travel is not a factor, the employee shall be on the job the next working day.*
5. *The employee is dispatched to an employer and refuses to accept employment.*
6. *The employee rejects two (2) consecutive dispatches.*

If any of the above events occur, the Employee, in order to be available for dispatch must again register for employment on the "out-of-work list".

(L) No employee shall be discharged without just cause. When the employee is discharged for cause or any other reason; the employer shall provide the employee (*in writing*) the reason for discharge and shall provide the union (*in writing*) the reason for discharge within five (5) days after the discharge the reason for discharge. When an employee is to be laid off or a reduction of force is made, they will be given reasonable notice and a written eligible for rehire. Notice of termination or lay-offs shall occur during working hours.

(M) Any dispute in respect to such discharge shall be determined under the grievance procedure provided for in Article XXII of this agreement.

(N) Employees employed by the employer, pursuant to the terms of this agreement and remaining in good standing in the

union shall not be removed nor transferred by the union unless prior approval of the employer has been obtained.

(O) The employer and the union agree to post in places where notices to employees and applications for employment are customarily posted all of the provisions relating to the above hiring arrangement.

(P) A previously qualified Permanent or Temporary Employee as set forth in this Article shall not lose his status by reason of becoming an officer, supervisor or salaried employee of the employer. For the purpose of this article any such person shall be deemed to be employed in the insulation industry during the employee's period of service as an officer or employee of the union, or as a supervisory or salaried employee, shall upon returning to work under the scope of this agreement have the same rights under this article as if such person had continuously worked in the insulation industry during the period of his union or employer service.

(Q) In agreeing upon the foregoing hiring arrangement the parties have noted upon and in good faith have attempted to comply with the principles announced by the National Labor Relations Board in its decision of April 1, 1959, in "Mountain Pacific Chapter of Associated General Contractors, Inc.: 119 NLRB No. A26-a and in comments upon such principles made by the office of the General Counsel of the National Labor Relations Board on June 27, 1958.

SECTION 5. *DEFINITIONS:*

A. *PERMANENT EMPLOYEE:*

1. An employee who has completed four (4) consecutive years of service in the classification listed above in the insulation industry within the area defined in Article I of this agreement, for an employer subject to this or a prior agreement worked 6400 or more hours in said classification and has been found to possess the necessary skill and knowledge required to do the work commonly performed in the trade.
2. An employee who has been admitted to and is currently participating in the apprenticeship program provided for in this agreement.
3. For the purpose of fulfilling the apprentice ratio, Indentured Apprentices will be placed on the Permanent Employee List.

Should the Permanent Employee List be depleted of employees who are eligible for hire or rehire, the

employer may use the same procedure as above to hire from the Temporary Employee List.

B. TEMPORARY EMPLOYEE

1. A Temporary Employee is a person who has completed four (4) consecutive years of service as an employee in the insulation industry in the United States or Canada other than in the area defined in Article I of this agreement, and who has during such four (4) years period worked 6400 or more hours in such classification.
2. Should the Permanent and Temporary Lists be depleted of eligible employees, the employer may use the same procedure as above to hire from the Emergency Employee List.

C. EMERGENCY EMPLOYEES

Emergency Employees are employees with less than the required hours and/or qualifications to advance to the Permanent or Temporary Lists: and hired to work in excess of the union's normally anticipated work load; and hired to work as defined in Article VIII, Section 4, E-1.

D. IMPROVER

An Improver is an employee hired to work as an apprentice in the event that the union cannot furnish employer with an Indentured Apprentice. (See section 4, E-3) with the exception as defined in Article XXIX (E-1).

SECTION 6. PICKET LINE

It is agreed that no employee working under this agreement need work under any conditions which may be, or tend to be, detrimental to his health, morals or reputation, cross any picket line or enter any premises at which there is a picket line authorized by any of the Building and Construction Trades Councils within the jurisdiction of the agreement, or authorized by any American Federation of Labor, Congress of Industrial Organization or Central Labor Council within the jurisdiction of this Agreement. No wages, subsistence or travel allowance will be paid if work is not performed due to picket line.

SECTION 7. NO JURISDICTIONAL STRIKES OR LOCKOUTS

Upon all work either performed by the employer directly or performed by their subcontractors, there shall be no stoppage of work on account of a jurisdictional dispute. If any jurisdictional dispute arises, it must be settled in accordance with the procedures established by the Building and Construction Trades Department of The American Federation of Labor and the parties' signatory

hereto agree to comply with the terms of the jurisdictional settlement immediately.

ARTICLE IX OVERTIME AND HOLIDAYS

A. OVERTIME

Overtime shall be time and one half for any hours after eight (8) regular hours, unless scheduled a 4/10 job. Saturdays shall be time & one half. Sundays and Holidays shall be double time. Labor Day will be triple time. If scheduled as a 4/10 work week (A 4/10 work week is Monday through Thursday or Tuesday through Friday). Mondays or Fridays are overtime. The 4/10 work week will be established at the beginning of the job. The hall must be notified forty-eight (48) hours in advance to change the schedule. Double time will be paid for all hours worked over 12 hours.

In the event of non-scheduled overtime shift, provisions must be made for hot meals at employers' expense without loss of time to employees after two (2) hours beyond the regular eight (8) hour shift and every four hours thereafter. At no time shall employees be expected to work over six hours without provisions made for eating.

B. HOLIDAYS

Holidays to be observed shall be as follows:

New Year's Day

Presidents' Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day and the Friday following

Christmas Eve Day

Christmas Day

Veterans Day

When a holiday falls on a Saturday, the proceeding Friday shall be observed. When a holiday falls on Sunday, the following Monday shall be observed.

ARTICLE X SHOW UP TIME

When an employee reports to work as instructed by the employer and weather or conditions beyond his control prevents his working, the employee shall receive not less than two (2) hours show up time. The Employee must remain on the job site for at least two (2) hours unless the Foreman or person in charge of the job excuses the employee. On a subsistence job, full subsistence shall be paid.

ARTICLE XI SHIFT WORK

When so elected by the employer, a second and third shift may be worked. The second shift will follow completion of the day shift. The third shift will follow completion of the second shift. Subsistence and travel pay shall be as per agreement.

Employees on the second shift will receive eight (8) hours pay for seven and one-half (7 ½) hours worked, plus ten percent (10%). All fringe benefits will be based on eight (8) hours.

Employees on the third shift will receive eight (8) hours pay for seven (7) hours worked plus 10%. All fringe benefits will be based on eight hours.

Should the second or third shift be cancelled by the employer prior to the start of the shift, all employees shall receive not less than two (2) hours time at the shift rate and not less than two (2) hours time if cancelled after starting time, Article X shall apply.

If the second shift is cancelled during the workweek after the completion of the shift, the employee may report for the following day shift but will report two (2) hours late and work six (6) hours and be paid wages and fringe benefits for eight (8) hours. The intent of this article is that an employee will have eight (8) hours minimum between shifts and will not have to lose a day's work because of changing from one shift to another.

If employees are transferred from a third shift to a second shift the same procedures will apply. Employees transferring from a third shift to a day shift will report for that day shift on the following day at the regular day shift starting time.

ARTICLE XII WAGES & FRINGE BENEFITS

Payment of all wages and expenses shall be weekly, by mail, direct deposit, on the job or at the shop no later than the Thursday following the closing of the pay period. . The method of pay is solely at the discretion of the employer. When an employee is voluntarily terminated (*quit*) or is fired the employee's final pay shall be on the next regularly scheduled payday. When a reduction in force is made, the employee shall be paid in full on that date. Should an employer be accused of gross negligence of late payment of wages, the employer shall appear before the Trade Board and if found guilty any fine imposed shall be paid directly to the employee.

At the option of the union, any part of the negotiated package may be used for increases in Fringe Benefits and an

accompanied reduction in base rate upon vote of the membership. A thirty (30) day written notice shall be given to each employer.

FOREMAN: A Foreman in charge of 5 to 10 (*maximum*) employees will receive ten percent (10%) above the mechanic's base rate of pay.

If two or more foremen are used on one job, the employer may designate a General Foreman. The employer, at his option, may designate a full-time General Foreman regardless of the number of employees on the job. A General Foremen's wages are to be negotiated but they shall be more than ten percent (10 %+) above the mechanic's wage rate.

INDUSTRIAL WAGE RATE

	8/1/19	8/1/20	8/1/21	8/1/22
Journeymen Base Rate	37.77	38.87	39.97	41.07
Pension (Class II)	9.55	9.55	9.55	9.55
Health & Welfare	9.24	9.24	9.24	9.24
Occupation Health	.08	.08	.08	.08
Apprenticeship Training	.88	.88	.88	.88
Safety Training	.02	.02	.02	.02
WICA Ind. Advancement	.05	.05	.05	.05
Int'l LMCT	.05	.05	.05	.05
Totals:	57.64	58.74	59.84	60.94

Vacation deduction from net wage will be; \$2.25 per hour for Local 82 members only that have elected to have it withheld. (See Article XIX, Section 2 d.)

Maintenance and Benefits

Shall be \$1.00 over the life of the contract.

Fringe Options:

A) The union may allocate additional funds from the wage and add to the Pension / IAP provided that a thirty (30) day written notice is given to the employer.

B) Health & Welfare rates may fluctuate during the term of this agreement, thirty (30) day written notice shall be given prior to any change.

C) Inland Empire Independent Contractors Alliance member employers shall contribute \$0.05 per hour worked for all employees towards an Industry Advancement Fund account to be maintained by WICA & IEICA. The fund will be utilized to develop educational and promotional materials and activities to

benefit the Mechanical Insulation Industry. (*WICA & IEICA shall provide reporting forms to be distributed*).

Emergency Employee Base Rate of Pay:

Emergency Employees shall be paid the mechanic's base rate of pay and all applicable Fringe Benefits.

Apprentice/Improver Rates of Pay:

(Fringe benefits same as Mechanics)

<i>1st Year</i>	<i>60% of Mechanics Base Rate</i>
<i>2nd Year</i>	<i>70% of Mechanics Base Rate</i>
<i>3rd Year</i>	<i>80% of Mechanics Base Rate</i>
<i>4th Year</i>	<i>90% of Mechanics Base Rate</i>

(Permit Commercial Improver, see Article XXIX (E-1))

Travel:

Defaults to the federal reimbursement rate of \$.56 per mile, to be adjusted quarterly per IRS published rate: (*see Article XIII, Section 5*)

Parking:

The employer shall reimburse employees for parking in all zones upon receipt.

ZONE PAY

<i>Zone 1 & 2</i>	<i>Free</i>
<i>Zone 3</i>	<i>\$ 25.00</i>
<i>Zone 4</i>	<i>\$ 35.00</i>
<i>Zone 5</i>	<i>\$ 50.00</i>
<i>Zone 6</i>	<i>\$ 60.00</i>

(Full Subsistence with receipt)

*Coeur d'Alene, ID shall be considered a "free zone" for Spokane residence.

**ARTICLE XIII
TRAVEL ALLOWANCE AND
SUBSISTENCE**

SECTION 1. Employees working on jobs in Zone 3 through Zone 6 shall receive the travel allowance specified below.

SECTION 2. TRAVEL ZONES:

For the purposes of this Article "Designated Dispatch Point: shall mean the City Hall nearest Employee's declared residence.

(A) **ZONE 1** shall consist of the area lying within the boundaries of twenty (20) road miles from designated dispatch points. No transportation or travel expense shall be paid in Zone 1.

(B) ZONE 2 shall consist of the area lying beyond the limits of Zone 1 and within the limits of thirty (30) road miles from designated dispatch points.

(C) ZONE 3 shall consist of the area lying beyond the limits of Zone 2 and within the limits of forty (40) road miles from designated dispatch points.

(D) ZONE 4 shall consist of the area lying beyond the limits of Zone 3 and within fifty (50) road miles from designated dispatch points.

(E) ZONE 5 shall consist of the area lying beyond the limits of Zone 4 and within sixty (60) road miles from designated dispatch points.

(F) ZONE 6 shall consist of the area lying beyond the limits of Zone 5 and within seventy (70) road miles from designated dispatch points.

Employees working in Zone 6 shall receive the Zone 6 pay if they commute to work and back. If Employees stay in zone 6 and incur lodging expenses, they shall be paid full subsistence. *With regards to Zone 6, the Employer may ask to see proof of such expense.*

SECTION 3. SUBSISTENCE ALLOWANCE:

Subsistence shall be paid per day worked. If a job is completed in only one day, no subsistence shall be paid.

Subsistence shall be paid as follows:

(8/1/19) \$90.00 (8/1/20) \$95.00 (8/1/21) \$100.00 (8/1/22)
\$105.00 per day

NOTE: Zone 6 and beyond shall be the subsistence zone.

Subsistence will be paid on observed Holidays when the employee remains in the subsistence zone or is not working by reason of an act of God or other factors beyond his or her control. When an employee is paid subsistence for a day not worked, the employee must be available for work the next regular workday. It is the intent of this clause that all employees will receive the full subsistence for each day they remained out of town. Employees may be asked to show that they remained in the subsistence zone. Should the employee for personal reasons work a short day, employer may pro-rate subsistence.

SECTION 4: DAILY TRAVEL ALLOWANCE IN ZONE 6:

When work is performed in the subsistence zone and in recognition of hardship conditions that exist in the subsistence zone, employees will be paid an allowance on days worked for travel expenses on the basis of the allowance provided in Zone 3

through 5. The zone base shall be the City Hall of the city or town nearest the job site and in which there is a licensed eating establishment and state licensed room facility. In cases where daily travel is required beyond the limits of Zone 5 or beyond 60 miles, those additional miles actually traveled to be reimbursed at the travel rate as set forth in Section 5.

SECTION 5: TRAVEL ALLOWANCE; BEGINNING & END OF JOB & FROM JOB TO JOB:

(A) When work is performed in the subsistence zone, all employees shall be paid \$ 0.56 cents per road mile, up to a maximum amount of \$400.00 to the job site from the designated dispatch points at the beginning and end of the job if the travel is actually performed. Employees will also be paid \$0.56 cents per road mile, up to a maximum amount of \$400.00 while traveling from one job to another.

(B) When an employee travels on the employer's time in the employee's vehicle, the employee shall be paid \$0.20 per mile.

(C) When an employee travels in a company provided vehicle with company paid fuel; the "Travel Allowance" shall not apply.

**ARTICLE XIV
PENSION PROGRAM**

1. The employer shall pay into the Western States Asbestos Pension Plan / Individual Account Plan the contribution rate per hour for each employee as provided in this article and whatever additional amounts per hour as may be determined in accordance with agreements between the Western Insulation Contractors Association and the Inland Empire Independent Contractors Association. Provided that any additional contribution is made by adjustment within the total hourly wage increase of this agreement.
Employers and the union agree that an employee who is hired to work as a job superintendent may continue his participation in the Western States Asbestos Pension Plan providing that the employee has established vested eligibility under the plan or is currently paying into the plan under a Labor Agreement within the Western States Conference as a job superintendent.
2. Pension payments are due on or before the 10th day of the month following the month in which the work was performed and each monthly payment shall include payments for all payroll periods which ended during the previous month.

3. Failure to make the payments herein required before the 20th day of the month in which they are due shall make the employer delinquent and obligate the employer to pay the pension fund liquidated damages the sum of twenty dollars (\$20.00) for each such failure to pay in full within the time provided, or ten percent (10%) of the amount due, whichever is greater, plus interest at seven percent (7%), attorney and accountants fees, costs of attachment bond and court costs.
4. (a) The undersigned employer accepts a true copy of the Agreement and Declaration of Trust, dated November 20, 1959, which is made a part hereof.
(b) It is understood and agreed that the employer, by its signature to this agreement, accepts the terms and provision of the Agreement and Declaration of Trust, and shall be bound thereto the thereby upon acceptance by the Board of Trustees.
(c) The employer agrees:
 - (1) That the Employer Trustees named in the Agreement and Declaration of Trust, and additional Employer Trustees appointed pursuant to the terms of the Agreement and Declaration of Trust, and their successors in trust are and shall be their representatives; and
 - (2) That the employer approves and consents to the appointment of the Trustees of the said agreement, heretofore appointed and hereafter selected as provided for in said agreement, and;
 - (3) That the employer further ratifies, confirms, approves and consents to all of the acts of the said Trustees, or their fully appointed successors, heretofore and hereafter taken in the creation and administration of the said Trust Agreement.
- (4) The Employer and Union agree that the Memorandum of Agreement for the Defined Benefit Plan dated January 1, 1992 (copy attached) and the Memorandum of Agreement the Individual Account Plan dated January 1, 1992 (*copy attached*) and the Memorandum of Agreement for the Defined Benefit Plan dated 9/7/2006 (*copy attached*) shall be incorporated into and become a part of this Labor Agreement.

ARTICLE XV OCCUPATIONAL HEALTH PLAN

The employer shall pay to the Western States Asbestos Health Fund the Occupational Health Plan contribution provided for in the Article (*above*), and whatever additional amounts per hour as may be determined in accordance with agreements between the Western States Conference of Asbestos Workers and

the Inland Empire Independent Contractors Alliance, provided that any additional contribution is made by adjustment within the total hourly wage increase of this agreement for maintaining or improving disability benefits.

The employer and union agree that the Memorandum of Agreement for the Health Plan dated January 1, 1992 (*copy attached*) shall be incorporated into and become a part of this Labor Agreement.

ARTICLE XVI HEALTH & WELFARE

Health and Welfare Trust fund payments, as provided for in this Article, payable on all employees provided for in this contract, are due on the 10th day of the month following the month in which the hours were worked.

The union and the employer agree to be bound by all of the terms and conditions of the trust agreements creating the trust funds and all their representatives, the union trustees and the employer trustees who constitute the Board of Trustees created by such agreements and their lawful successors.

ARTICLE XVII APPRENTICESHIP FUND

Apprenticeship Fund payment as provided for in this article are payable on all employees provided for in this contract and are due on the 10th day of the month following the month in which the hours are worked.

An Apprenticeship Committee shall develop and maintain a training program that incorporates a complete and comprehensive curriculum with the objective of training competent employees with well-rounded on-the-job experience in accordance with its standards.

This Joint Apprenticeship Training Committee (*JATC*) shall consist of equal representatives selected by and from the Employers Associations and by and from the Union.

The union and the employer agree that the Joint Apprenticeship Committee selected shall be their representatives.

An Apprenticeship Coordinator shall be jointly selected by the Union with the approval of the Inland Empire Independent Contractors Alliance and the Western Insulation Contractors Association.

Due time for payment and penalties shall be the same as imposed for Pension and Health & Welfare Plans.

ARTICLE XVIII

**EMPLOYERS' WAGE, EXPENSE,
WELFARE, PENSION &
VACATION PAYMENT BOND**

Each individual Employer shall post and maintain a bond. (1) to be issued by a properly qualified Surety company doing business in the State of Washington, Idaho or Montana in the appropriate amount as set forth in the chart below or (2) to deposit the equivalent of cash in an escrow account in a bank to be selected by the parties, to guarantee the contributions to the Western States Insulators and Allied Worker's Pension Plan.

The bonding status of all Employers will be maintained on a current basis by the Trustees of the Western States Insulators and Allied Worker's Pension Plan and copies of the proof of bond will be kept by the Heat and Frost Insulators Local 82 and the Trust Fund Offices.

Should an Employer allow his bond to lapse or be cancelled, that Employer and Local 82 shall be notified of such occurrence by the Trust Fund Office. If a new bond or renewal of the original bond is not delivered to the Trust Fund Office and Local 82 within ten (10) working days, Local 82 shall withdraw that Employer's employees and shall not be required to dispatch any employees to such Individual Employer. A new Employer will have ten (10) working days to get a bond after he has signed the Agreement, otherwise Local 82 shall withdraw his employees.

Tiered Bonding Requirements

Based on the number of employees in the preceding twelve (12) months;

Number of Employees	Amounts
5 - 10	\$30,000
11 - 20	\$60,000
21 - 50	\$90,000
50+	\$250,000

* Employers with 1 - 4 employees are not required to post a bond but will be subject to employees being withdrawn immediately when full payment of the WSC pension is not received by the 21st day of the month.

* Employers who have a deposit with the International Association of Heat & Frost Insulators and Allied Workers in the same amount shall be exempt from this clause.

**ARTICLE XIX
CREDIT UNION SAVINGS PLAN**

SECTION 1: The employer agrees to withhold Two Dollars and Twenty Five Cents (\$2.25) per hour from members of Local 82 net pay for contribution to the Credit Union Savings Plan. A greater amount may be deducted if mutually agreed to between the employee and employer.

SECTION 2: The purpose of the plan is for a self paid vacation.

The following provisions shall govern the plan;

A) Employers will, by the 20th of the following month forward a deposit in the form of a single check covering all Local 82 Member employees for the previous month to the Inland Empire Trades Credit Union along with an itemized list of employees and amounts to be credited to each account, a duplicate of this report is to sent to the union.

B) Each employee will be required to take a minimum of five (5) consecutive work-days' vacation twice in each calendar year at a time mutually agreed upon between the employer and employee.

C) When an employee makes a withdrawal for this vacation, they must leave a minimum of \$25.00 to keep the account open. Fines and late charges shall be the same as the welfare plan, except monies revert to the employee.

D) The Credit Union Savings Plan shall apply only to **Local 82 members that have elected to have these funds withheld from their net pay.** Members may, on an annual basis only, choose to opt out of the plan and receive the funds on their weekly paycheck. The opt "out" or "in" option will be available only once per calendar year, notification must be given to the union by the member in writing no later than the last day of October, the Union shall notify the employer no later than the last day of November, changes shall be affective the first day of the New Year or as designated on an "official dispatch". **All other employees (i.e. Temporary, Travelers, Emergency, Permit Mechanic, Improver or Helpers and Commercial Improvers) are to receive the funds on their paychecks.**

ARTICLE XX

DUES CHECK OFF – SERVICE FEE

The employer agrees to deduct from the wages of all employees subject to this agreement, such amount as may be certified by the union to be the amount payable under this clause.

It will be the responsibility of the union to see that monies received under this clause will be used for monthly union dues, service fees, and health hazard assessment. It will also be the

union's responsibility to supply any authorization forms that may be required to conform to State and Federal Law.

ARTICLE XXI TRADE BOARD

There shall be a Trade Board consisting of an equal number of members of the Employers Association and Employees representing the Union. Said Trade Board shall have the right to investigate all labor operations of the parties to this agreement within its prescribed limits so far as any of the provisions of this Agreement are involved. In connection with any questions that may arise for this purpose the Trade Board shall have the right to summon, question and examine any party to this agreement, their representatives or agents.

There shall be no lockouts except when of a general nature and ordered by an Employer's Association; or strikes except when of a general nature and ordered by a Building and Construction Trade Council. Trade disputes or grievances shall be settled without cessation of work. In cases where the parties to this agreement fail to agree, the matter in dispute shall be referred to an impartial arbitrator and the decision shall be binding on both parties, each party shall pay its own expenses for same.

The following rules shall govern the Trade Board.

- (1) The chairperson shall rotate on an annual basis.
- (2) Regular meetings shall be held quarterly in March, June, September, and December.
- (3) Special meetings shall be called by the Chairman of the Trade Board on written request of either side stating the object for which the meeting is to be called. No matters shall be discussed at special meetings except those designated in said written request.
- (4) Four (4) shall constitute a quorum, two (2) from each side; neither shall cast more ballots than the other.
- (5) The vote on all questions of violations of this agreement shall be by a secret ballot.
- (6) It shall require a majority vote to carry any questions.
- (7) The Trade Board shall have the power to impose fines or other penalties where agreed by vote, as provided for above, should any of the articles of this agreement have been violated by either party to same. Such fines or penalties shall be imposed against either the party of the first part or the party of the second part, as the case may be; the Trade Board shall see that any fines or penalties

of monies collected shall be given to a charity selected by the Trade Board.

- (8) The Trade Board provided for in this Agreement shall supervise and control the operation of the job referral system contained herein.

The Trade Board shall be empowered specifically to:

- (A) Review and establish any and all rules and regulations from time to time that it deems advisable for the operation of the job referral system.
- (B) To hear and determine any and all disputes or grievances arising out of the job referral system including, but not limited to, grievances arising out of the work registration, work referrals and the preparation of the registration lists. Any applicant or registrant shall have a right to appeal any dispute or grievance arising out of and relation to the operation or functioning of the job referral plan to the Trade Board.
- (C) To conduct examinations for qualifying Journeymen. All examinations given by the Trade Board shall be fair, impartial, and in keeping with the standard of competency and skill possessed by employees in the industry. If any question rises as to the qualifications and the competency of any applicant the Trade Board shall make the determination. Such determination shall be fair and impartial and without regard to applicant's membership or non-membership in the union.

**ARTICLE XXII
NO SUBCONTRACTING BY
EMPLOYER**

NO CONTRACTING BY EMPLOYEES

The employer agrees not to contract, subcontract, lease out or sublet any work or labor thereof except to another bonafide insulation contractor covered by an agreement in affiliation with this International Union. The union agrees not to contract, subcontract or estimate on any work, nor will its membership do so or act in any trade capacity other than that of an employee. Only employees represented by the union shall execute any part of the work or application of material. In no case shall any employee represented by the union estimate on or give any labor figures.

**ARTICLE XXIII
DOUBLE BREASTED CONTRACTORS**

In order to protect and preserve for the employees covered by this agreement all work heretofore performed by them and in

order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows:

If and when the employer shall perform any work of the type covered by this agreement, under its own name or under the name of another, as a corporation, company, partnership or any other business entity, including a joint venture, wherein the employer (*including its officers, directly or indirectly, such as through family members*) any significant degree of ownership, management or control, the terms and conditions of this agreement shall be applicable to all such work.

ARTICLE XXIV CONTRACT SAVINGS CLAUSE & RENEWAL

The union and the employers agree that they shall individually and collectively abide by all applicable laws governing the conditions of work as set forth in this agreement.

It is agreed and recognized that the employer has the sole and exclusive right to manage his business in all of its aspects except as this right is limited by the terms of this agreement.

Nothing in this agreement shall be deemed to exclude other functions not specifically set forth. The employer therefore retains all legal rights not specifically covered by this agreement.

The employer shall schedule work, and shall determine when overtime will be worked, and by whom.

It is further agreed and understood that should any part of any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of a court or competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions thereof; provided however upon such invalidation the parties signatory hereto agree to meet immediately to renegotiate the provisions affected. The remaining parts or provisions affected. The remaining provisions shall remain in full force and effect.

Throughout its duration this agreement may be opened by mutual agreement between employer and the union at the request of either party. The employer and the union shall agree on specific items to be addressed and only those items shall be addressed.

Either party to this agreement desiring to renew it in present form or with change or amendment shall make known such intention in writing ninety (90) days prior to the expiration of this agreement.

ARTICLE XXV DRUG TESTING

For testing of employees who live in the union's territory the employer will ensure that the testing is done as close as possible to the employees' residence.

ARTICLE XXVI SAFETY TRAINING FUND

Employers will contribute and additional \$0.02 per hour worked to fund safety training for all employees. Employees will be trained by attending the appropriate training courses. This training will take place as the funds allow. Training shall be mandatory, initial training will be for First Aid Cards.

TOOLS

Each employer shall furnish employees (*when required*) employer owned tools and shall receive a signed receipt with tool description and model number. Employees shall be responsible and accountable for furnished tools. The employer is to provide adequate storage that may be locked for safekeeping. Issued tools and equipment that are damaged or stolen must be reported to the foreman or superintendent. Normal maintenance and repair shall be the responsibility of the employer.

Tools to be furnished by Employers: all specialty tools, electrical or air operated (*including hand operated*) as follows:

1. Staplers
2. Clinch Guns
3. Drills
4. Pop Riveters
5. Banders
6. Large Metal Brakes
7. Large Shears
8. Crimpers
9. Beaders
10. All Radiation Tools
11. Saws for Foamglass
12. Brushes for Non-water Soluble Materials
13. Tool Lock-ups (*Gang Boxes*) for separate shifts.
14. Dry Change Area (*warm in cold weather if electrical power is available when 12 or more insulators are on the job*).
15. Safety items as specifically required by State law.
16. Leather Gloves (*or equivalent*) when working with Stainless Steel, snips when working with .016 or heavier gauge Stainless Steel.

17. Gloves, masks, earplugs and safety glasses; if not required by the state.

An employee can be made to pay for lost or damaged equipment only according to WAC Labor Standard #296-126-025 which states:

"Deductions, except as other wise provided by law, no employer shall make any deduction from the wage of an employee: (1) for any cash shortage, walkout (failure of customer to pay), breakage, or loss of equipment, unless it can be shown that the shortage, walkout, breakage or loss was caused by a dishonest or willful act of the employee".

All disputes regarding this Article will go before the Trade Board.

ARTICLE XXVII: MARKET RECOVERY PROGRAM

The union agrees to preserve and promote union construction projects under this Collective Bargaining Agreement (CBA) as follows:

- a) The union shall collect and maintain a Funded Market Recovery (FMR) Program to be utilized by union contractors. The fund shall be maintained and remain funded at 1% lower than the level in effect on 8/1/04 for the duration of this CBA (a "Letter of Understanding" will be on file. Should FMR funds not be available to respond to contractors requests alternate methods shall be implemented (such as wage concessions, ratios, etc.) under the appropriate circumstances.
- b) Union education programs (such as informational picketing, hand billing, etc.) shall be implemented towards non-signatory contractors performing work within the jurisdiction of this CBA where and when practicable.
- c) Signatory employers shall participate in all State and Federal Prevailing Wage Surveys.
- d) Permit Commercial Improvers may be utilized under the following conditions at the sole discretion of the employer.
 - 1) The Permit Commercial Improver shall not be exempt from the hire / layoff language as defined for a Permit, Emergency or Temporary employee.
 - 2) MR funds will not be utilized nor collected for the Permit Commercial Improver; the Union shall establish the dues structure for this classification.
- e) The signatory parties to this agreement shall jointly develop a list of potential employees for this classification.
- f) Permit Commercial Improvers (CIs) will be allowed for a one (1) year term. After one (1) year, they must be referred to the JATC for possible acceptance. If not accepted into the JATC, they shall be moved to 1st year Commercial Improvers. All

Commercial Improvers shall be referred through Local #82. The employer must inform Local #82 of the location of the CIs. If there is a certified apprentice on the project, the apprentice shall work with the tools before the CI at all times.

- g) A Permit Commercial Improver's minimum entry level rate of pay shall total (8/1/19) \$13.50 (8/1/20) \$14.50 (8/1/21) \$15.50 (8/1/22) \$16.50 per hour, no Fringe Benefits or vacation deduction, Service Fees to be determined by the union.
- h) Permit Commercial Improvers shall be employed at a ratio of three (3) Journeymen, one (1) Apprentice and one (1) Permit Commercial Improver on a company wide basis. All other Articles of the CBA remain in effect and unaffected.

**COMMERCIAL WORK ADDENDUM
TO THE LABOR AGREEMENT**

(This addendum was added to the labor agreement on 1/14/86. It was modified & retained in this current labor agreement)

A. In order to permit the employers to effectively compete for work in the industry, to protect work opportunities for employees and to ensure that the employer's work will be performed under union conditions, it is agreed that this Labor Agreement shall be modified as follows:

- 1. Commercial work shall be paid at the following rates; *(future Fringe Benefit modifications may affect the rates).*

A. The mechanic's hourly wage rate shall be as follows:

	8/1/19	8/1/20	8/1/21	8/1/22
Journeyman	33.37	35.37	37.37	39.37
Pension (Class II)	9.55	9.55	9.55	9.55
Health & Welfare	9.24	9.24	9.24	9.24
Occupational Health	.08	.08	.08	.08
Apprenticeship Training	.88	.88	.88	.88
Safety Training	.02	.02	.02	.02
Industrial Advancement	.05	.05	.05	.05
<u>Int'l LMCT</u>	<u>.05</u>	<u>.05</u>	<u>.05</u>	<u>.05</u>
Totals:	53.24	55.24	57.24	59.24

- B. Fringes, travel, subsistence, and percentage rates for Apprentices shall be as written in the current Labor Agreement.
- 2. The following are some examples of commercial work:

- A. Motels, Hospitals, Schools, Warehouses, Institutions, Office Buildings, Stores, Cold Storage Plants, Bio-Tech and Food Service facilities.
- B. Where a question arises as to which classification a particular project falls in, a determination shall be made by the Business Manager of the Local before the project is bid.
- C. The following work shall be exempt from this addendum:
 - 1) Industrial work
 - 2) Work covered by special agreements.

ARTICLE XXIX

THE HEAT AND FROST INSULATORS AND ALLIED WORKERS LABOR-MANAGEMENT COOPERATIVE TRUST

SECTION 1: Commencing as of the effective date of this Agreement, and for the duration of this Agreement, the Employer agrees to make payments to The Heat and Frost Insulators and Allied Workers Labor-Management Cooperative Trust (LMCT) for each employee covered by this Agreement, as follows:

- (a) For each hour worked, for which an employee works, the Employer shall make a contribution of five cents (.05) to the LMCT. These funds will be sent to the LMCT on a monthly basis via the Local Union Financial Secretary Monthly Financial Report.
- (b) For the purpose of this Article, each hour worked, shall be counted as hours worked for which contributions are payable.
- (c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, insulation workers, fire stop workers, and hazardous waste workers in the following classifications: journeymen, apprentices, helpers, trainees and probationary employees.
- (d) The Employer and Union signatory to this Agreement agree to be bound by and to the

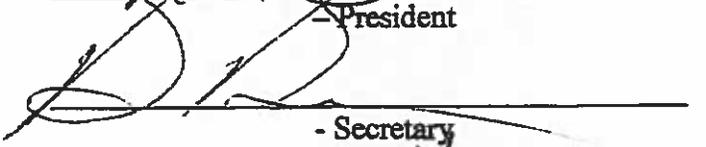
Agreement and Declaration of Trust, as amended
from time to time, establishing the LMCT.

Agreed to and signed on this _____ day of _____ 2019

For the Party of the First Part:
Inland Empire Independent Contractors Alliance

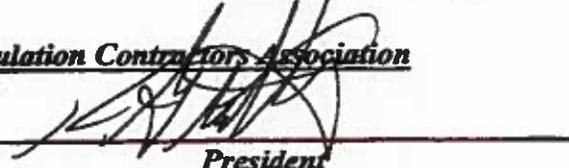


- President



- Secretary

Western Insulation Contractors Association



President

Secretary

For the Party of the Second Part:

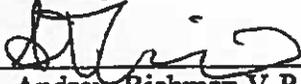
**The International Association of Heat & Frost
Insulators & Allied Workers, Local #82**



Michael C. Loberg - Business Manager



Sony Sandretto - President



Andrew Richman V-P