

K# 9802

**2005 - 2009
WORKING CONDITIONS**



Agreement Between

**The Western Washington Chapter of the
WESTERN INSULATION
CONTRACTORS ASSOCIATION**

Members:

**E.J. Bartells Company
F Rodgers Specialty Contractor, Inc.
Hudson Bay Insulation
Performance Contracting, Inc
DKB, Inc.**

and

**ASBESTOS WORKERS UNION LOCAL #7
INTERNATIONAL ASSOCIATION OF HEAT AND
FROST INSULATORS AND ASBESTOS WORKERS**

**Seattle - Tacoma
Washington**

2005 – 2009

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FROST INSULATORS AND ASBESTOS WORKERS**

SEATTLE – TACOMA, WASHINGTON



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THIS AGREEMENT, made and entered into this 1st day of June, 2005, by and between the Western Washington Chapter, Western Insulation Contractors Association hereafter called the "Employer (s)," and Asbestos Workers Local Union No. 7, International Association of Heat and Frost Insulators and Asbestos Workers, hereinafter called "Union," WITNESS:

PREAMBLE

This Agreement provides for collective bargaining and union-management relations and as such recognizes as it's principles a local union, the employees represented by it, and any individual, firm, corporation, or properly constituted association of employers as are known and recognized in the insulation industry. A local union is a chartered local of the International Association of Heat and Frost Insulators and Asbestos Workers, which shall have a permanent office address with telephone service where the business manager or authorized officer can be communicated with. An employee is an Asbestos Worker. An insulation employer is one maintaining a regular place of business and with a name of the premises, listed in a telephone directory and with at least one person on the premises to give service to the industry during regular business hours and the place where employees represented by the local union are employed, discharged, and may receive their wages. Each employer shall be licensed, bonded and registered to do business within the State of Washington.

DEFINITIONS

1. The term Union refers to Asbestos Worker's Local Union No. 7, International Association of Heat and Frost Insulators and Asbestos Workers.
2. The term Employer refers to any person who has agreed in writing to comply with the terms of the Agreement, and includes any person acting as an agent of the Employer, directly or indirectly.
3. The term "person" includes one or more individuals, partnerships, associations corporations, joint ventures, legal representatives, trustees, trustees in bankruptcy, or receivers.
4. Job site refers to the construction, alteration, painting, or repair of a building, structure or other work.

ARTICLE 1 TERRITORIAL JURISDICTION

1-1 It is hereby agreed that the provisions of this Agreement shall be binding upon the Employers individually and as members of the Association and upon the Employees individually and the Union within the State of Washington to include the following counties in their entirety: Chelan, Clallam, Douglas, Grays Harbor, Island, Jefferson, King, Kitsap, Kittitas, Lewis, Mason, Okanogan, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Whatcom, and Yakima. Rand & McNally's map shall be considered the official map of the trade.

1-2 A job site, which is touched or intersected by a territorial boundary between this Agreement and another

collective bargaining agreement involving a local union shall be covered by the Agreement whose conditions of employment, which are to be determined by the total of wages, travel expenses, lodging and all fringe benefits, are the larger.

1-3 The Employers agree that on operations outside the chartered territory of the Union, they will abide by the rates of pay, rules and working conditions established by a nondiscriminatory collective bargaining agreement between the local insulation contractors and the local union or bargaining agent in that jurisdiction. The Employers may send a mechanic (usually a job foreman) on any one operation within the jurisdiction of another local union, and in the event the local union within that territory is unable to provide employees after 48 hours (two calendar working days) of a written request by an Employer, or as may otherwise be provided in the collective bargaining agreement in that territory, the Employers may send such additional Employees as may be necessary. Such Employees shall receive, in addition to transportation costs, the wage rates and board and room allowance highest in either the said local union or bargaining agent having jurisdiction over the operation, or the wage rate and board allowance incorporated in this Agreement, but shall receive the fringe benefits such as pension, health and welfare, vacation, etc., as provided for in this Agreement.

Such Employees shall notify the Local Union in that territory not later than twenty-four (24) hours after starting work. Other working conditions, except as described above, shall be in accordance with the collective bargaining agreement in the territory wherein the job site is located.

1-4 This Agreement entered into by the Western Washington Chapter of the Western Insulation Contractors Association and the International Association of Heat and Frost Insulators and Asbestos Workers Local #7 shall be the Master Agreement to which all new contractors will become signatory.

In the event of a newly signed previously non-union contractor, W.I.C.A. recognizes that as a condition of signing the contractor, specific individual allowances may have to be made by the union to deal with existing backlog. Once the existing backlog is addressed, the newly signed contractor shall be bound by all the terms and conditions of the master agreement.

International Agreements, International Maintenance Agreements, and Building Trades Project Agreements are specifically excepted from the provisions in this article.

ARTICLE 2 HOURS OF WORK AND OVERTIME

Regular Work Hours

2-1 The regular work day shall be 8 hours between the hours of 7:00 A.M. and 3:30 P.M. Employees shall be on the jobsite and ready to begin work at 7:00 A.M. and until 3:30 P.M.

2-1(a) The regular work week shall be Monday thru Friday.

2-2 When job conditions dictate, starting time may be scheduled not to exceed one hour differential from the established starting time. Upon mutual agreement of the employer and a majority of the crew, a two hour differential from the established starting time will be permitted. Employees will be on the jobsite and ready to begin work at the scheduled starting time.

2-3 If the contract requires, the start of the regular work day hours shall be adjusted accordingly. Any hours worked outside the regular work day, as noted in Article 2-1 and 2-2, shall be paid at a premium rate equal to 5% of the Class II, base rate for Journeymen. Apprentices will be paid at a premium equal to 5% of their rate. The office of Local #7 shall be notified in writing of each such project in advance. In the event that the Union is not notified, as prescribed above, the Employees will be compensated in accordance with Article 2-18 (irregular shift).

2-4 Employees will be allowed to consume non alcoholic beverages at their place of work if it does not interfere with their work or the work of others.

2-5 All hours worked outside those listed in Article 2-1, 2-3, and 2-5a and on observed holidays shall be paid as follows:

Monday - Friday	9 th & 10 th hr	Time and one half 1 ½
Saturday	First 8 hours	Time and one half 1 ½
Sunday	All Hours	Double Time(2)
Hours outside those above	All Hours	Double Time(2)
Holidays xpt Labor Day	All Hours	Double Time(2)
Labor Day	All Hours	Triple Time(3)

All Journeyman overtime rates shall be based on the Class II, Base Journeyman rate.

2-5(a) With mutual agreement between the majority of Employees on a jobsite the Employer four (4) ten (10) hour days may be worked in lieu of five (5) eight (8) hour days for the straight time rate.

2-5(b) All hours worked on Labor Day shall be paid at the rate of three (3) times the hourly wage rate.

2-6 Employees on a job shall be given preference in the assignment of overtime work.

2-6.1 No employee shall be penalized for refusing to work overtime.

2-8 CALL OUT: If an employee is called out to work overtime, he shall be paid for a minimum of two (2) hours at the appropriate overtime rate.

2-9 When an employee is required to work the regularly established lunch period for the first half (1/2) hour after the first four (4) hours worked he shall be paid for such lunch period at the regular overtime rate, and shall be allowed a thirty (30) minute unpaid lunch period.

2-10 When an Employee is to work continuously over two (2) hours time after a regular work shift, not to exceed ten (10) hours, he shall be required to take a half (1/2) hour (unpaid) meal period at the end of the second hour and every four (4) hours thereafter.

On unscheduled over time work the Employer has the following options:

To allow the Employee(s) adequate time to travel to and from the nearest state or municipal:

1. licensed restaurant and reimburse employee(s) for the meal; or

2. To deliver meals at Employer's expense to the job site from such above mentioned establishment or other licensed catering service; or

3. To furnish transportation to and from the nearest state or municipal licensed restaurant and reimburse Employee(s) for their meal.

2-11 In any area designated by law or by the customer as a powder dynamite, or explosives site is understood to be a powder anchorage, and all work at such site shall be paid at the established overtime rate regardless of the hour or day, provided any other craft employed at the site receives the overtime rate of pay.

2-12 Payment for Call-Out (Initial Dispatch). In the event an Employer orders an Employee to report for work at the regular starting time and the Employee finds the work is not available, he shall be paid for a minimum of two (2) hours. Should his waiting time extend over four hours, he shall be paid for actual hours waiting.

2-13 When an employee is on a jobsite, during the regular work week, and has worked for a minimum of (2) two hours, and finds that work is not available, he shall be paid for (4) four hours. When an employee has worked for (4) four hours and finds that work is not available, he shall be paid for actual hours worked.

Shift work will be allowed under the following conditions where or when it may be necessary.

2-14 Shifts must be worked for a minimum of three (3) days. The day shift will receive eight (8) hours pay for eight (8) hours worked at the basic hourly wage rate.

2-15 Second shift will receive eight (8) hours pay for the seven and one-half (7½) hours worked. The hourly rate on the swing shift will be five percent (5%) over the basic 0hourly wage rate.

2-16 Third shift will receive (8) hours pay for the seven

(7) hours worked. The hourly rate on the graveyard shift will be five percent (5%) over the basic hourly wage rate.

2-17 All other provisions as to the wages and conditions where shift work is concerned will be applicable to this section. All fringe benefits shall be remitted on not less than a full eight (8) hour basis, if a shift has been completed, but if actual hours are in excess of a complete shift, actual hours shall control.

2-18 Irregular Shifts: The regularly established starting time of the day shift shall be 7:00 A.M.. It shall be recognized as the beginning of the 24-hour work day period. When irregular or broken shifts are worked, overtime rates shall apply before the regular starting time and after the regular quitting time of the shift on which the Employee is employed.

2-19 A full eight (8) hours must elapse between shifts worked by an Employee or overtime rates will apply.

2-20 Second shift will receive eight (8) hours pay for the seven and one-half (7½) hours worked. The hourly rate on the swing shift will be five percent (5%) over the basic hourly wage rate.

2-21 Third shift will receive (8) hours pay for the seven (7) hours worked. The hourly rate on the graveyard shift will be five percent (5%) over the basic hourly wage rate.

ARTICLE 3 – APPRENTICE-IMPROVER

3-1 The ratio of Apprentices shall be at least equal to one (1) Local # 7 Apprentice to each four (4) Local #7 Mechanics employed within the territorial jurisdiction.

Mechanic employment will be evaluated on the first working day of January and the first working day of June of each calendar year. If necessary, additional Apprentices will be indentured in order to maintain the minimum ratio to employed Mechanics. Upon ratification of this agreement an initial evaluation will be made.

3-2 If sufficient Apprentices are not available to fill a call by an individual Employer then Improvers will be dispatched in their place.

3-3 Apprentices or Improvers shall execute work only under the supervision of Local #7 Mechanics unless otherwise approved by an authorized representative of Local #7 and the Employer. The Mechanic shall devote the necessary interest to the training of the Apprentice or Improver.

3-4 The following numerical ratio shall apply to an Employer for those Local #7 Mechanics who are working for an Employer within the jurisdiction area:

Local # 7 Mechanics / Apprentice/Improver

One through three (1-3) / May have one (1)

Four (4) / Shall have at least one (1)

Each additional four (4) / Shall have at least one (1) additional.

3-5 An employer shall employ a greater number of Apprentices if all available Local #7 Mechanics are employed and if the employment opportunity exists

ARTICLE 4 – HOLIDAYS

4-1 The observed holidays shall be: New Year's Day, Memorial Day (to be observed the last Monday in May), Independence Day, Thanksgiving Day (to be observed the fourth Thursday in November), and the following Friday, and Christmas Eve and Christmas Day. When the following holidays fall on a Saturday (New Year's Day, Independence Day, and Christmas Day) the preceding Friday will be considered a holiday; should they fall on a Sunday, the following Monday shall be considered the holiday.

4-2 In order to show respect for America's armed forces personnel, any employee may, at his/her option observe Veterans Day as a holiday with proper notice to the Employer. Should an Employee choose to work on Veterans Day the normal straight time rate will apply. Martin Luther King Day may also be observed as an optional holiday in the same manner as Veterans Day.

ARTICLE 5 – JOINT TRADE BOARD

5-1 A Joint Trade Board shall be established immediately upon execution of this Agreement, the same to consist of three (3) Employer Members, to be appointed by the Western Washington chapter of the Western Insulation Contractors Association, and three (3) Employee members, to be appointed by the Union.

5-2 The Employers and the Union shall each select one (1) alternate, who may serve in the absence of a regular appointed Board member.

5-3.1 The Chairman and Secretary of the Board shall be selected by voting procedure agreed to by the regular Board members, to serve for a period of one (1) year. When the Chairman is selected from among the Employer members, the Secretary shall be selected from among the Employee members, and vice versa, each office being alternated between the Employer and Employee members upon each succeeding term.

5-4 Regular meetings shall be held semi-monthly in January, March, May, July, September, and November.

5-5 Special meetings shall be called at any time by any party to this Agreement upon written request to the Chairman. The request shall specify the matters to be brought before the Board and no other matters may be discussed.

5-6 Four (4) members shall constitute a quorum, two (2) from either side. Neither side, whether Employer or Union, shall cast more votes than the other.

5-7 All matters shall be decided by majority vote. Voting upon all questions involving a violation of this Agreement shall be by secret ballot.

5-9 no section

5-10 The Joint Trade Board shall have the following powers:

5-10a To hear and adjust disputes between the Union and the Western Washington Chapter of the Western Insulation Contractors Association or any current employer member of said organization or any independent contractor

signatory to this Agreement arising under any provision of this Agreement, including any question as to whether any matter is arbitral, such difference shall be resolved without stoppage of work in the following manner:

5-10(b) The job steward or business manager of the Union shall first discuss the difference with the individual Employer or his authorized representative in an effort to resolve the matter. If difference is not resolved, the aggrieved party must submit the matter complained of, in writing to the other party within seven (7) regular work days of its occurrence, or the matter shall be considered dropped. In the event a written notice of the matter in dispute is presented in a timely manner, the difference shall be considered as referred to the Joint Trade Board.

5-10(c) When a matter has been referred to it, the Joint Trade Board shall meet within five (5) regular work days to consider the difference. If the difference is not resolved by the Committee within ten (10) regular work days after its initial meeting on the dispute, the aggrieved party shall submit the dispute to an impartial arbitrator as hereinafter provided, or the matter shall be considered dropped.

Notice to submit the matter to arbitration must be filed in writing with all members of the Joint Trade Board and the parties to the dispute within twenty (20) regular work days following the referral of the dispute to the Joint Trade Board.

5-10(d) When a matter is referred to an impartial arbitrator, two members of the Joint Trade Board, one representing the Employers and one representing the Union, shall meet within five (5) regular work days of the notice invoking the arbitration procedure and shall select an arbitrator. In the event the two representatives cannot agree upon an

arbitrator, a list of five arbitrators shall be obtained from the Federal Mediation and Conciliation Service. One name at a time shall be removed from the list so obtained, by the Union representative and by the Employer's representative, in turn until only one name remains, who shall serve as the arbitrator.

5-10(e) The arbitrator shall proceed immediately to hear the dispute and promptly to render a decision in the matter. He shall have the authority only to interpret and to apply the provisions of this Agreement and shall not have the authority to amend or modify the terms and conditions of this Agreement. The decision of the arbitrator shall be final and binding upon the parties to the dispute and to the Employers and the Union.

5-10(f) The compensation and expenses of the arbitrator shall be paid by the losing side; provided, however, that each party shall bear the expenses in respect to its own witnesses and counsel if used.

5-11 The time limits specified in Article 5 shall be strictly construed and may be extended only with the mutual consent of the parties to the grievance.

5-12 The Board shall hear and adjust such grievances of Employees and Applicants for employment as are made referable to it under Article 7.

5-13 Semi-monthly the board shall investigate and explore the problems of the insulation industry and make reports and recommendations concerning the same, to establish uniformly high standards of workmanship and service to the public and to promote the good of the industry generally.

5-14 The Board may examine any party to this Agreement and in any proceeding brought under the subsections 5-11; 5-12; and 5-13 above to compel the attendance of witnesses.

DISPUTE SETTLEMENT PROCEDURES

Jurisdictional Disputes

5-15 During the term of this Agreement there shall be no stoppage of work or slow-down arising out of any jurisdictional dispute.

5-16 The Employers shall make the assignment of work in keeping with the International agreements between Unions, in keeping with Decisions of Record or Agreements of Record as set out in the booklet "Plan for Settling Jurisdictional Disputes Nationally and Locally as approved by the Building and Construction Trades Department A.F.L. -C.I.O.," also the booklet "National Jurisdictional Agreements not Printed in the Green Book as compiled by the Associated General contractors of America" and in keeping with the work jurisdiction defined in Article 10 of this Agreement.

5-17 A File will be kept of all International Agreements on jurisdictional awards.

5-18 All Jurisdictional disputes, if not satisfactorily settled shall be referred to the National Joint Board for Settlement of Jurisdictional Disputes in the Construction Industry. The individual Employers and the Union agree to be bound by the Procedural Rules and Regulations of the National Joint Board for the Settlement of Jurisdictional Disputes in the

Construction Industry, and to be bound by any decision or award of the Joint Board; or any Agreement that may be made between a representative of the International Association of Heat and Frost Insulators and Asbestos Workers and a representative of another International Union.

Strikes and Lockouts

5-19 There will be no strikes or lockouts over disputes involving the interpretation or application of the express terms of this Agreement. Such disputes will be resolved through the grievance and arbitration provision of this Agreement. Upon seventy-two (72) hours' notice, the Union shall have the right to strike an Employer who violates the hiring hall provision of this Agreement insofar as they apply to the securing of workers by the Employer or fails to pay wages, travel, subsistence, or make trust fund payments as required by this Agreement. Close communication between the Union and the Employer will be maintained in these circumstances.

Protection of Rights

5-20 It is not a violation of this Agreement and it shall not be cause of discharge, discipline or permanent replacement for an Asbestos Worker to refuse to cross or work behind a primary picket line, including but not limited to a primary picket line at the premises of the Employer or job site at which the Employer is engaged in work. It is not a violation of this Agreement if the Union advises Asbestos Workers to respect or refuse to work behind a primary picket line.

5-21 An Employer who is party to this Agreement shall

to a primary picket line at the premises of the Employer or job site at which the Employer is engaged in work. It is not a violation of this Agreement if the Union advises Asbestos Workers to respect or refuse to work behind a primary picket line.

5-21 An Employer who is party to this Agreement shall not subcontract, or otherwise transfer, in whole or in part any job site Asbestos Worker's work to any person, firm, corporation or other business entity (subcontractor) unless the subcontractor is a party to a collective bargaining agreement with the Union. The Employer agrees to employ Union members at each job site with respect to which Employer subcontracts Asbestos Workers' work. Job site refers to the construction, alteration, painting, or repair of a building, structure or other work. Disputes involving this section will be resolved under the grievance and arbitration procedure. If the dispute is not resolved in this way, suit may be filed in a court of competent jurisdiction (state or federal) in King County, Washington. No economic action shall be permitted.

5-22 All work covered by this Agreement and customarily performed on the job site or on the employer's premises by Asbestos Workers working under this Agreement, shall continue to be performed on the job site or the employer's premises by employees covered under this Agreement. The Employer agrees to refrain from entering into a contract or otherwise undertaking to perform any work in violation of the terms of this Article. All Employers who subcontract Asbestos Workers' work shall have a pre-job conference and provide the Union with a list of such subcontractors. The Union shall be immediately notified in writing of any subcontract awarded after the pre-job conference.

5-24 No individual Employer, officer, or agent or any individual Employer shall use the tools of the trade or personally perform any of the work covered by this Agreement.

Union and Employees

5-25 No employee covered by this Agreement shall contract or subcontract or estimate or give any labor figures on any of the work covered by this Agreement as set forth in Article 10.

Jurisdictional Disputes

5-26 The Employers agree that their subcontractors will be given due and proper notice that it is in the best interest in effectuating the purposes of this Agreement that work jurisdictional questions shall be subject to the jurisdiction of the National Board for the Settlement of Jurisdictional Disputes as set forth in Article 5-19.

Occupational Safety and Health Act

5-27 Employer and Union agree that both parties shall comply with all the rules of OSHA and/or WISHA. Failure of the Employee to observe and follow the rules and regulations under the Occupational Safety and Health Act shall constitute grounds for immediate discharge by the Employer under the following conditions:

i) Where an Employee has been observed in violation of OSHA and/or WISHA rules and regulations by an inspector, or by his duly designated supervisor for the first time, he shall be given a written reprimand by the Employer and a warning that a repetition of a violation of OSHA

and/or WISHA rules and regulations shall constitute immediate grounds for discharge.

ii) Where an Employee, following receipt of a written reprimand from the Employer, is again found to violate the safety rules and regulations, the Employee may be discharged by the Employer immediately, with payment in wages for the time worked on that date.

a) The fact of violations of safety rules and regulations shall remain in the hands of the duly designated safety inspectors. The Union and Contractors signatory to this agreement strongly encourage all employees to obtain and maintain current First Aid and CPR training as provided by the Contractors and/or the J.A.C.

ARTICLE 6 – AT WORK

6-1 The union agrees that Employees covered by this Agreement shall be considered “at work” from the time they accept employment and that said Employees shall proceed to and shall execute said work in a faithful workmanlike manner.

6-2 An Employee may quit a job only after he had given his superintendent notice of at least forty-eight (48) hours (two calendar days, Saturdays, Sundays and holidays excepted).

6-3 On out-of-town jobs an Employee in charge of the job shall complete the work before terminating his employment with the Employer.

ARTICLE 7

UNION SECURITY AND HIRING HALL

Recognition

7-1 It is mutually agreed, understood, and acknowledged that the Heat and Frost Insulators and Asbestos Workers Local Union #7 is the sole and exclusive bargaining representative of 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 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.

7-2 The Union recognizes the Western Washington Chapter, Western Insulation Contractors Association as the sole and exclusive bargaining agent for the W.I.C.A. members.

Union Membership

7-3 All mechanics and apprentices or hereunder members of the Union, now in the employ of improvers the Employers, shall remain members in good standing in the Union during the term of this Agreement. All mechanics and apprentices or improvers covered by this agreement hereinafter employed by the Employers, shall make application to the Union not later than eight (8) days after this employment.

Union Hiring Hall

7-4(a) The Employers and the Union agree that in the employment of 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 procedure shall govern:

i) 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 "open and non-discriminatory" employment lists means that the selection by the Union of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provision, or any other aspect or obligations on Union membership, policies or requirements.

ii) The Employer and the Union agree that in all cases the hiring, tenure, or discharge of any Employee covered by this Agreement shall be in accordance with the National Labor Relations Act as amended and Executive Order 11246 and that neither the Employers nor the Union shall discriminate against any Employee or applicant because of race, age sex, color or creed, or national origin.

iii) It is recognized within the construction industry that the Union affords the prime source of qualified Employees in the classifications covered by this Agreement. Accordingly, the Employer shall first call upon the Union for such Employees as he may from time to time require. The Union shall immediately use its best efforts to furnish to the Employer the required number of qualified and competent Employees of the classifications needed by the

Employer. No Employee will be dispatched for any asbestos related work without having a current Washington State Asbestos Certification.

7-4(b) The Employer will notify the Union in writing of the names of the persons who are authorized to make oral or written requests for dispatch. The Employer may hire from outside sources if the Union fails to dispatch required Asbestos Workers within forty eight (48) hours (Saturdays, Sundays and holidays excepted) after the Employer has requested in writing referral of Asbestos Workers.

7-4(c) Asbestos Workers seeking work shall register in person, by telephone, or facsimile at the office of Local #7 on one of four (4) lists: (year as used below means 1400 hours of work within a calendar year) The burden of proving previous work experience is on the applicant.

i) "A" list. Applicants who have worked for an Employer as a construction Asbestos Worker for four (4) or more consecutive years. For purposes of placement, all Employer parties to this Agreement or predecessor Agreements are considered to be a single Employer.

ii) "B" list. Applicants who have worked as a construction Asbestos Worker for four (4) or more years.

iii) "C" list. All other applicants for work. Trust Fund records, where available, will be used to determine work history.

iv) "D" list. All Apprentices or Improvers shall be placed on the "D" list.

7-4 (c-1) Applicants will be referred in the following order: first, "A" list; second "B" list, third, "C" list. The applicants on the "D" list shall be registered apprentices. An applicant's position on the applicable list will be determined by date of registration. When the work force is being reduced on an individual job, "C" list Asbestos Workers will be laid off prior to "B" list Asbestos Workers, and "B" list Asbestos Workers will be laid off prior to "A" list Asbestos Workers on that particular job only. Asbestos Workers that are requested by an Employer to stand by or take time off due to a shortage of available work shall notify the Union after 15 days. The Employer will advise the Union in writing of the name, date, and reason for all layoffs.

Employees shall be dispatched to the Employer from the "A" list in the following manner:

First two (2) Mechanics by name from the "A" list.

Next Mechanic from the number one position on the "A" list.

This procedure will continue to alternate in order.

Employees shall be dispatched to the Employer from the "D" list in the following manner:

First Apprentice by name from the "D" list.

Next Apprentice from the number one position on the "D" list.

This procedure will continue to alternate in order.

An employee may be called back, by name, if they have worked for an employer within the last ninety (90) days.

The Employer shall retain the right to reject for just cause any applicant referred by the union, with written explanation of said just cause, to be sent to the office of Local #7 and the referred applicant, within twenty four (24) hours. Saturdays, Sundays, and holidays excepted.

Employer requests made under this paragraph must be confirmed in writing within twenty-four (24) hours, Saturdays, Sundays, and holidays excepted. Unless confirmed in writing within twenty-four (24) hours, the dispatch will be void.

7-4(c-2) Asbestos Workers will not be referred to an Employer if the Employer has advised the Union in writing that such applicant is ineligible for rehire. All "No Rehire" termination notices shall be reviewed semi-annually, during the months of March and September by the individual Employer and the Union.

7-4(c-3) Applicants, who without good cause reject two (2) or more referrals in a calendar month will be placed at the bottom of the list.

7-4(c-4) Asbestos Workers who accept short jobs (80) working hours or less, will retain their hiring list position and shall be limited to (3) three call-outs of this type. Thereafter the Mechanic shall register at the bottom of the list.

7-4(c-5) Asbestos Workers who are referred, but not hired, retain their hiring hall list position and shall be compensated as stipulated in 2-9, provided the Employee reported for work at the designated time, place and date.

7-4(c-6) Asbestos Workers who are not in compliance with the Union Security Provisions of this Agreement will not be referred.

7-4(c-7) Operational rules (e.g. hours of dispatch, telephone dispatch, good cause for declining dispatch, nondiscriminatory hiring hall fee) may be established by the Union. Such rules will be posted at the hiring hall.

7-4(d) Any job applicant shall have a right of appeal of any dispute or grievance arising out of the relating to the operation and functioning of job referral plan to the Joint Trade Board

Transfer of Employees

Mechanic employees employed by an Employer pursuant to the terms of this Agreement shall not be removed nor transferred by the Union.

7-5 Notice of Hiring Hall

The Union and Employers shall post in places where notice to Employees and applicants for employment are customarily posted all provisions relating to the function of the hiring arrangements of the Agreements.

7-6 Affirmative Action

The Employer and the Union shall work together and with other Employees, committees, Agencies of Government, and the like, for the purpose of developing a comprehensive affirmative action program for the employment of Minorities throughout the industry. This . .

shall be a function of the Trade Board in its regular quarterly meetings.

**ARTICLE 8
WAGES, VACATION SAVINGS, HEALTH AND
WELFARE, PENSION PLAN,
ASBESTOS HEALTH PLAN, APPRENTICE
TRAINING, BONDING, AND DUES
CHECK OFF**

8-1 The Employers agree to pay Employees in accordance with Table A. Located on page 16

8-1(a) Apprentice rates shall be paid in accordance with Table A providing that application of these rates does not reduce the wage of any apprentice indentured prior to 1, June 1998.

8-2 No Apprentice or Improver shall be paid more than the wage rate (including vacation savings) applicable to his/her years in the trade.

8-3 The union, upon a vote of its membership shall have the option to allocate any part of the above wage rates to any of the plans or Trust Funds mentioned in this Article 8. Not less than thirty (30) days' notice in writing shall be given by the Union to the Employers. For the term of this contract the Employer shall pay an additional amount not to exceed \$0.25 per hour per contract year if required, to maintain the present level of benefits within the Insulation and Asbestos Workers Health and Welfare Trust.

Payday

8-4(a) The regular payday shall be once a week on such a day as agreed the Employer and the local Union. Payment shall be made on the job site or by mail to the address designated by the Employee. With mutual agreement of the employee and employer, direct bank deposit payments may be made. Employers may withhold where necessary a reasonable amount of wages due, to enable them to prepare payroll, not to exceed three (3) days, Saturdays, Sundays and legal or recognized holidays excluded.

In the event the paycheck is not received on the designated payday, the Employee shall contact the Superintendent or the payroll division of the Employer who shall take immediate steps to see that payment is made.
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TABLE A EFFECTIVE JUNE 1, 2005 TO MAY 31, 2009

Wages and fringes effective June 1, 2005:

Journeyman:	Class 2	Class 3	Class 4	Class 5
Base Wage	32.72	31.72	30.72	27.42
<u>Fringe Benefits:</u>				
IAP Ind. Acct.	1.30	2.30	3.30	6.60
Pen	2.36	2.36	2.36	2.36
Occ H	.12	.12	.12	.12
H&W	6.18	6.18	6.18	6.18
App	.25	.25	.25	.25
Total	42.93	42.93	42.93	42.93

Apprentice Rates: *Fringe rates, same as class 2 journeyman.* (\$8.91)

Class 1

1 st year: 1 st six months:	40% = \$13.09
1 st year: 2 nd six months:	45% = \$14.72
2 nd year: 1 st six months:	50% = \$16.36
2 nd year: 2 nd six months:	55% = \$18.00
3 rd year:	65% = \$21.27
4 th year:	75% = \$24.54
5 th year:	85% = \$27.81

Article 2-3 and shift rate premium: = 5% = \$1.64 per hour.

Dues Deduction: (as of 6-1-2005) Journeyman \$3.81, Apprentice \$1.58

For full CBA wage rate jobs: Journeyman \$ 3.81, Apprentice \$1.58

For jobs at 85% or less of CBA wage rates:

Journeyman / Apprentice \$1.31

Scheduled Contract Increases:

1-01-2006	\$.50	6-01-2006	\$1.00
1-01-2007	\$.25	6-01-2007	\$1.00
1-01-2008	\$.25	6-01-2008	\$1.00
1-01-2009	\$.50		

Apprenticeship Fund Contribution:

The Employee portion of the Apprenticeship Fund Contribution, 25cents, has already been deducted from the base wage and moved to the fringe benefit totals. The Employer portion of the Apprenticeship Fund Contribution, 20 cents, is in addition to the above Employee contribution for a total of 45 cents per hour to the Apprenticeship Fund.

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TABLE A EFFECTIVE AUGUST 1, 2005 TO MAY 31, 2009

Wages and fringes effective August 1, 2005:

Journeyman: Class 2	Class 3	Class 4	Class 5
Base Wage	32.33	31.33	30.33

Fringe Benefits:				
IAP Ind. Acct	1.30	2.30	3.30	6.60
Pen	2.36	2.36	2.36	2.36
Occ H	.12	.12	.12	.12
H&W	6.82	6.82	6.82	6.82
App	.25	.25	.25	.25
Total	43.18	43.18	43.18	43.18

Journeyman Dues Check-off:

(Total packag X 4% + MRP) \$43.18 X .04 = \$1.73 + \$2.50 = \$4.23

Apprentice Rates (Pension Class 1): Fringe rates for apprentices (Class I) are the same as Class II journeyman (10.85). **Wage Rate = Total Package**

		Total Dues = Check off
1 st yr 1 st 6 Mo.:	40% = \$12.93	23.78 x .04 = \$0.95 + .27 = \$1.22
1 st yr 2 nd 6 Mo.:	45% = \$14.55	25.40 x .04 = \$1.02 + .27 = \$1.29
2 nd yr 1 st 6 Mo.:	50% = \$16.17	27.02 x .04 = \$1.08 + .27 = \$1.35
2 nd yr 2 nd 6 Mo.:	55% = \$17.78	28.63 x .04 = \$1.15 + .27 = \$1.42
3 rd yr	65% = \$21.01	31.86 x .04 = \$1.27 + .27 = \$1.54
4 th yr	75% = \$24.25	35.10 x .04 = \$1.40 + .27 = \$1.67

5th year

85% = \$27.48 38.33 x .04 =
\$1.53 + .27 = \$1.80

Article 2-3 and shift rate premium: = 5% = \$1.62 per hour.

Mileage Rate for 2005: IRS rate 40.5 cents per mile
Maintenance of Benefits: (M.O.B.) \$.25 available per contract year.

Scheduled Contract Increases:

1/01/06	\$0.50
6/01/06	\$1.00
1/01/07	\$0.25
6/01/07	\$1.00
1/01/08	\$0.25
6/01/08	\$1.00
1/01/09	\$0.50

Apprenticeship fund contribution:

The Employee portion of the Apprenticeship Fund contribution, 25c, has already been deducted from the base wage and moved to the fringe benefit totals. The Employer portion of the Apprenticeship Fund contribution, 20c, is in addition to the above Employee contribution for a total of 45c per hour to the Apprenticeship Fund.

8-4(b) When Employees are laid off they shall be paid in full, in cash, or other legal tender immediately, unless other arrangements are mutually agreed upon between Employee and Employer. If Employees are discharged for cause and not eligible for rehire, the paycheck may be sent by first class mail to the Employees last known address, postmarked within 24 hours excluding Saturdays, Sundays, and legal holidays. If the Employer fails to pay the Employee as stipulated, the Employee shall be paid his hourly rate for

eight (8) hours out of each twenty-four (24) hour period spent in waiting to be paid as provided in Article 2.

If an Employee is discharged for cause he shall receive written notice of termination before leaving the job site, or with the final paycheck.

Employees Who Quit

8-5 When Employees quit of their own accord, they shall wait until the regular payday for the wages due them.

Vacation Savings

8-6 It is a condition of employment that each Employee does hereby authorize the Employer to withhold from his weekly pay check the stipulated sum of one dollar (\$1.00) per hour worked, unless mutually agreed between Employer and Employee to be a greater amount, into a Vacation Savings Plan, effective on the date of this Agreement. Payments shall be made monthly to a bank designated by Local #7. The Employer shall make all legal payroll withholding from income tax, social security, employment security, etc., from the total of wages, including vacation allowance and shall withhold the full amount of the vacation allowance at the rate of one dollar (\$1.00) or more, at Employee's option per hour worked for transmittal, on a monthly basis, to said bank.

The Employers will, not later than the twentieth (20th) of the following month, forward a list of the individuals employed, showing the hours worked and the amounts withheld from each, together with a single check covering all Employees, to designated bank.

Payments shall be made to the Employee, in accordance with a plan developed by the Union.

Leaves of absence for vacations will be mutually agreed upon between the Employee and the Employer.

INDEMNITY AGREEMENT

WHEREAS, Local #7 of the International Association of Heat and Frost Insulators and Asbestos Workers and the Western Washington Chapter of the Western Insulation contractors Association entered into an agreement on September 6, 1972, whereby a bank was designated as a depository for vacation funds; and

WHEREAS, this agreement provides that all monies left in dead accounts shall be released to the Apprenticeship Training Fund after a proper effort has been made to find the owners to these funds; and

WHEREAS, a proper effort has been made to find the owners to such accounts, on none of which have there been any transaction for the past five (5) years;

NOW, THEREFORE, in consideration of the designated Bank's releasing the funds remaining in these accounts to the Apprenticeship Training Fund, Local No. 7 of the International Association of Heat and Frost Insulators and Asbestos Workers and the Western Washington Chapter of the Associated Insulation Contractors agree to hold the Bank harmless from all liability on account of such accounts and to indemnify it against all losses that may be sustained by reason of its paying over to the Asbestos Workers' Training Fund, including all courts costs, attorney fees, and expenses of every nature.

Trust Funds

8-7 This Agreement requires the Employer to make contributions to certain employee benefit plans ("trust

funds"). The Formal names of the trust funds are as follows:

- a. Western States Asbestos Pension Plan
- b. Western States Asbestos Health Plan
- c. Insulation & Asbestos Workers Welfare Trust
- d. Local No. 7 Apprentice Training Fund

Trust fund payments are due on the first (1st) day of the month following the month in which the hours were worked, and delinquent after the twentieth (20th) day of said month. Payments must be made on all compensable hours whether worked by Asbestos Workers hired by the Employers or the Asbestos Workers working for persons to whom the Employer has contracted or subcontracted work. All such contributions are for the Benefit of the Asbestos Workers working under this Agreement. It is the Employer's responsibility to maintain and accurate record of compensable hours to obtain and timely remit reporting forms. The Employer is not obligated to make payments on Asbestos Workers' hours worked for a contractor or subcontractor party to this Agreement.

If the Employer fails to make trust fund payments as required by this Agreement, liquidated damages in the amount of twenty dollars (\$20.00) for each month's delinquency or ten percent (10%) of the amount due, whichever is greater, plus interest at seven percent (7%), will be paid by the Employer. Liquidated damages are in addition to the principal obligation. Actual costs of audit will be paid by the Employer if the audit establishes that the Employer has underpaid wages or trust fund payments during the period covered by the audit.

Suit to collect wages, trust fund payments, liquidated damages or audit fees will be filed in King County,

Washington. The Employer will be liable for reasonable attorney's fees and actual costs if such suit is substantially successful.

The Union and the Employer agree to be bound by all of the terms and conditions of the Trust Agreements creating the various funds and all lawful amendments thereto, and do further agree to accept as their representatives, the Union Trustees and the Employer Trustees who constitute the Board of Trustees created by such agreement, and their lawful successors.

Failure by an individual Employer to make the required payments shall be deemed a breach of this Collective Bargaining Agreement by the individual Employer and may submit the individual Employer to strike action, in addition to the other remedies provided herein to compel performance of the provisions of this Article.

8-7-(b) Insulation Industry Fund

The Insulation Industry Fund is hereby established. An Agreement and Declaration of Trust which provides for the detailed operation thereof has been executed by the Association and shall continue in full force and effect during the term of this Agreement. All contractors signatory to this Collective Bargaining Agreement, or otherwise coming under the scope of this Agreement shall contribute to the sum of ten (\$.10) cents per hour, worked by employees covered under this Agreement into said Insulation Industry Fund. All contributions shall be made at the times and in the manner prescribed by said Trust. For the purpose of administering this fund, the individual Employer by becoming signatory to this Agreement does hereby designate the Employer Trustees to act as his agent in all matters concerning said Trust Fund. The purposes of the fund include promotion of programs of industry education,

stabilization and improvement of labor relations, administration of collective bargaining agreements, improvement of technical and business skills of employers and support of employment opportunities.

Health and Welfare and Medical Examinations

8-8 The Employers shall pay the minimum sum of four dollars thirty four cents (\$4.34) per hour for each hour worked by each Employee covered by this Agreement to the Insulation and Asbestos Workers Welfare Trust or to any new Health and Welfare and Medical Examination Trust Fund that may be established on a local basis. Such contributions shall be utilized by the Trustees of said Trust for the purpose of providing a medical, dental, prescription drug, life insurance, vision, medical examination, and an hour bank program for the Employees covered by this Agreement.

If an employee is required to submit to a medical examination, the results shall be kept confidential between the employee and the examining physician. In the event a national health or medical program is put into effect, it is agreed the Union shall have the option of reallocation of the monies now being contributed to the Health and Welfare trust.

The Union has the option, at any time during the term of this agreement, to call for the establishment of a new health and welfare trust fund on a local basis.

If the Union should determine to exercise this option it shall give notice, in writing, to the Western Washington Chapter of the Western Insulation Contractors Association. The Chapter and the Union shall meet, within 30 days thereafter, for the purpose of drafting an appropriate trust document and taking other necessary steps to establish a new trust fund. The new trust fund shall be established in

accordance with the provisions of Section 302 of the Taft-Hartley Act and the Internal Revenue Code and other applicable laws and regulations.

Upon the establishment of the new trust fund, the Employers shall cease making contribution payments to the Insulation and Asbestos Workers Welfare Trust, as specified in paragraph 1 above, and, henceforth, shall pay such contributions to the newly established trust fund. Such contributions shall be utilized by the trustees of the new Trust for the purpose of providing a medical, dental, prescription drug, life insurance, vision, medical examination, and an hour bank program for the Employees covered by this Agreement.

If the Union and the Washington Chapter of the Western Insulation Contractors Association cannot agree on the terms and provisions of a new trust agreement or any other matter relating to the establishment of the new trust fund, either party shall have the right to refer the same to the Joint Trade Board and to arbitration, if necessary, as provided in Article 5-10(b).

Pension Plan and Asbestos Health Plan

8-9 Employers shall pay to the Western States Asbestos Pension Plan and Western States Asbestos Health Plan the appropriate contributions per the Memorandum of Agreement on Pension and Health Funds made and entered into on the 21st day of April, 1992.

The failure to make the Pension and Health Plan payments herein required shall not be subject to arbitration of Trade Board procedure provided for in this Agreement. It shall not be a violation of any provision of any collective bargaining agreement including any no-strike or work stoppage provision for the Local Union to refuse to man any job or to withdraw from the job or jobs of a delinquent

Employer.

8-10 The undersigned Employer accepts a true copy of Agreement and Declaration of Trust, dated November 20, 1959, which is made a part thereof.

It is understood and agreed that the Employer, by its signature to this Agreement, accepts the terms and provisions of the Agreement and Declaration of Trust, and shall be bound thereto and thereby upon acceptance of the Board of Trustees.

8-11 The Employer agrees:

(A) That the Employer Trustee 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 the Trust, are and shall be his representatives.

(B) 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

(C) That the Employer further ratifies, confirms, approves and consents to all the acts of the said Trustees, or their duly appointed successors, heretofore or hereafter taken in the creation and administration of the said Trust Agreement including, without limitation, the establishment, maintenance, modification and termination of a pension plan, the amount and type of benefits which may be provided there under, the crediting of service for the purpose of determining the benefits of individual Employees, and the method of funding and paying the benefits; and

(D) That the Employer further ratifies, confirms, approves and consents to all amendments of the said Trust Agreement that may hereafter be made by written agreement between the Trustees and the Western Conference of Asbestos Workers and the Western Insulation Contractors Association regardless of whether the undersigned employer is a member of the Western Insulation Contractors Association.

This Agreement shall be binding upon and shall inure to the benefits of the heirs, successors, transferees, and assigns of the respective parties hereto.

The Local Union shall forthwith notify the administration office of the Fund of the fact and date of execution of this Agreement by an individual Employer, such Employer's name, and the name of an Employer party to a National Agreement when such Employer employs Employees in the jurisdiction of a Local Union and shall submit to such office and duplicate original of such Agreement.

The Western Insulation Contractors Association, (WICA), and the Western States Conference of Asbestos Workers' (Conference), have established a defined benefit pension plan known as the Western States Asbestos Workers' Pension Plan, and a defined contribution plan known as the Western States Asbestos Workers' Individual Account Plan, both funded by the Western States Asbestos Workers' Pension Fund and a medical examination plan known as the Western States Asbestos Workers Health Plan.

1. Defined Benefit Plan

The Western States Asbestos Workers' Pension Plan shall be managed to the extent legally permissible, in a manner, which avoids creation of withdrawal liability for

any participating Employer. The Plan shall be terminated, if two consecutive annual actuarial valuations show that any participating Employer could incur withdrawal liability, unless the Board of Trustees has taken successful action to eliminate the withdrawal liability. Such action may include but is not limited to accepting appropriate allocations from existing Local Union wage packages, subject to applicable ratification by the Union membership. If the Pension Plan is terminated, the hourly contribution to the Pension Plan will be redirected to the Individual Account Plan.

The Employer shall pay the sum of \$2.36 per hour (including overtime) to the Pension Plan for each mechanic employed under this Agreement. The amount of contribution shall be increased in the following manner:

The increase in benefits will be deducted from the total hourly compensation and shall not be considered maintenance of benefits. The Employer shall pay such additional amounts per hour as may be determined by written agreement between WICA and the Conference. Any additional contribution shall be made by adjustment within the total hourly compensation under this Agreement.

Apprentices and/or other employee classifications may be excluded from participation or may be entitled to a lower contribution rate, provided that any such exclusions or lower rates have been approved in writing by the Board of Trustees.

2. Individual Account Plan

Contributions to the Western States Asbestos Workers' Individual Account Plan are made in accordance with the following classifications:

Class I: Apprentices

Class II: Mechanic

Class III: Mechanic employees who have performed at least six (6) years in the trade.

Class IV: Mechanic employees who have performed at least eight (8) years in the trade.

Class V: Mechanic employees who have performed at least ten (10) years in the trade.

The Employer shall pay to the Western States Asbestos Workers' Individual Account Plan for each hour worked (including overtime) the following sums based on the employee's classification.

Class I: Apprentice contribution rate as set forth in Table A of Art. 8.

Class II: Mechanic contribution rate as set forth in Table A of Art. 8.

Class III: Class II rate plus \$1.00 per hour.

Class IV: Class II rate plus \$2.00 per hour.

Class V: Class II rate plus an amount per hour to be determined by the actuary for the Plan, to be no more than the maximum allowable contribution rate under the Internal Revenue Code.

The Employer shall pay wages and fringe benefit contributions in accordance with each employee's approved classification level unless and until notified by the Union of a classification change. The wage rate for an employee in Class III, IV or V shall be reduced by the same amount by which the Employer's contribution for that employee exceeds the contribution payable for Class II.

Apprentices automatically move from Class I to Class II as soon as they complete the apprentice program and attain mechanic status. For all other classification changes an employee must submit a classification request to the Union no later than October 1. Upon approval by the Union, such classification change shall be effective the following

January 1. Employees' service must be verified by the Plan administrative office before assignment to Class III, IV or V is approved by the Union. Classification change notifications shall be in writing on an approved form and in accordance with the rules and regulations adopted by the Western States Conference Officers and approved by the WICA Central Labor Committee. In no event shall any classification change be implemented except by proper notification from the Union and no more than one (1) classification may be made during any calendar year, to be effective January 1.

Contributions to Classes II, III, IV of the Individual Account Plan shall be increased in the following manner:

The increase in benefits will be deducted from the total hourly compensation and shall not be considered maintenance of benefits. The Employer shall pay such additional amounts per hour as may be determined by written agreement between WICA and the Conference. Any additional contribution shall be made by adjustment within the total hourly compensation under this agreement.

Notwithstanding any provision herein to the contrary, the contribution levels to the Pension Plan and the Individual Account Plan shall not exceed the maximum amounts permitted under the Internal Revenue Code. If necessary, adjustments to the contribution rates shall be agreed upon by the parties hereto.

3. Health Plan

The Employer shall pay the sum of \$.12 per hour (including overtime) to the Western States Asbestos Workers' Health Plan for each covered employee, whether or not the Employer is a member of WICA. This contribution rate may be changed by written agreement between WICA and the Conference. Any additional

contribution shall be made by adjustment within the total hourly compensation under this agreement.

4. General Provisions

Contributions to the Western States Asbestos Workers' Pension Plan, the Western States Asbestos Workers' Individual Account Plan and the Western States Asbestos Workers' Health Plan shall be made in the manner and within the time limits specified from time to time by the respective Board of Trustees. If the Employer fails to pay any contribution on time and in full, the Employer shall be considered delinquent and shall be liable for liquidated damages, interest and other expenses as provided in the applicable Trust Agreement(s).

The Trust Agreement(s) for the Western States Asbestos Workers' Pension Fund and the Western States Asbestos Workers' Health Plan, as amended, are incorporated into and made a part of this Agreement. The Employer hereby accepts and agrees to be bound by the Trust Agreements and any future amendments, and by any policies or procedures adopted by the Trustees pursuant to the Trust Agreements. The Employer agrees that Employer Trustees appointed pursuant to the Trust Agreements are and shall be his representatives, and hereby grants power of attorney to such Trustees for the administration of the Trusts.

This Collective Bargaining Agreement incorporates and makes part of this Agreement the following agreements between WICA and the Conference: The Memorandum of Agreement, executed on April 21, 1992, effective from January 1, 1992 through December 31, 1997, the Letter of Understanding clarifying the Memorandum of Agreement, executed April 21, 1992, the Agreement to Extend Memorandum of Agreement, executed on February 20,

1998, effective from January 1, 1998 through December 31, 2000 and the Second Agreement to Extend Memorandum of Agreement and Agreement to Increase Contributions executed on August 24, 2000, effective from January 1, 2001 through December 31, 2005, and from year to year thereafter until the Association or the Conference gives notice, in writing, to the other party at least sixty (60) days prior to July 31, of any year, of its intent to terminate or modify such Memorandum of Agreement.

Checkoff

8-12 The Employers agree to deduct from the wages of Employees subject to this Agreement an amount equal to three dollars and eighty one cents (\$3.81) per hour for mechanic members, and one dollar and fifty eight cents (\$1.58) per hour for each apprentice member, from each weekly pay period; or such other amount as may be certified by the Union to be the amount payable under this clause.

All such sums shall be applied as the monthly dues and/or working assessment and/or health hazard assessment of Employees subject to this Agreement and as agreed upon.

It will be the responsibility of the Union to process any authorization forms that may be required to conform with federal and state laws.

The Employer shall remit these monies to the office of Local 7 in the usual procedure along with the other funds. They shall be due on the first of the following month and delinquent after the twentieth of the said month.

8-13 The Employers signatory to this Collective Bargaining Agreement shall have on deposit with the office of Local #7 a Wage, Expense, Welfare and Payment Bond, guaranteeing wages and fringe benefits up to fifty thousand dollars (\$50,000) limit obligation. Said bond must contain a thirty

(30) day notice of cancellation clause. Employers who have a bond on deposit with the International Association of Heat and Frost Insulators and Asbestos Workers guaranteeing this amount shall be exempt.

Apprentice Training Program

8-14 The Apprenticeship Committee which develops and maintains a training program that incorporates a complete and comprehensive curriculum with the objective of training competent employees with well rounded on-the-job experience shall be continued by the Employers and the Union from the effective date of June 1, 1980 to and including May 31, 1982, and shall continue from year to year thereafter unless written notice of desire to withdraw from any further participation is served by either party at least thirty (30) days prior to May 31st of any subsequent contract year.

8-15 The Joint Apprenticeship Committee shall consist of three (3) representatives selected by the Employers and three (3) representatives selected by the Union.

8-16 An apprenticeship coordinator shall be selected by the Union with the approval of the Western Insulation Contractors Association.

8-17 Effective June 01, 2005 the total contribution rate to the Local #7 Apprenticeship Training Fund shall be (\$.45) cents per hour, of which twenty five cents (\$.25) shall be contributed by the Employee and twenty cents (\$.20) shall be contributed by the Employer, as evidenced in Table A. The Trade Board can adjust as deemed necessary the contribution to the Apprentice Training Fund.

ARTICLE 9 TRAVEL AND LODGING

9-1 The area north of a line drawn between the cities of Vashon and Selleck shall be known as the Seattle area.

9-2 The area south of a line drawn between the cities of Vashon and Selleck shall be known as the Tacoma area.

9-3(a) There shall be two (2) recognized areas that will be considered as free zones within the Seattle and Tacoma area for which no travel allowance will be paid.

9-3(b) When a job site is intersected by a zone line the higher zone rate shall apply.

9-4 The Tacoma free zone shall include the present 1998 area within the city limits and extending 25miles beyond.

9-5 The Seattle free zone shall include the present 1998 area within the city limits of Seattle and extending 25miles beyond.

9-6 Employees working up to 50 miles outside the Tacoma and Seattle free zones shall be paid a round trip travel allowance of IRS mileage rate guidelines times twice the number of miles from the boundary of the appropriate free zone to the jobsite.

Exceptions to this shall be Pt. Townsend and Sequim areas which will be considered as areas where lodging will be provided.

9-7 Where an Employee is required to work at more than one (1) job site during the day, and transportation is not furnished by the Employer, the Employer shall, in addition

to normal wages, pay a travel expense allowance of IRS mileage rate guidelines, per mile for the actual miles traveled by the most direct route between the two jobs sites.

9-8 Employees shall be reimbursed the actual automobile parking, bridge tolls, or ferry fares expense upon submittal of receipts where available.

9-9 Employees working 50 miles or more outside the appropriate free zone shall be paid an additional Seven dollars and fifty cents (\$7.50) per hour worked, up to sixty dollars (\$60) per day for subsistence and travel.

9-10 Mileage will not be payable when transportation is by company vehicle.

ARTICLE 10 – WORK JURISDICTION

10-1 This Agreement covers the rates of pay, rules and working conditions of all mechanics and apprentices or improvers covered by this Agreement and employed by an Employer signatory to or otherwise committed to abide by this Agreement, regardless of the location of their employment within the jurisdiction of Local Union #7, when they are engaged in the work that has been or becomes within the jurisdiction of Local #7. This work includes the preparation, alteration, application, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing, and/or weatherproofing of cold or hot thermal insulations with such materials as may be specified when those materials are to be installed for thermal purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats, equipment, or on any hot or cold surfaces for the purpose of thermal control

or to be installed for sound control purposes on mechanical devices, equipment, piping, surfaces related in an integral way to the insulation of such mechanical devices, equipment and piping, including mechanical system firestopping, grease duct firewrap, and firewrapping of all other mechanical systems. This work also includes all labor connected with the handling and distribution of thermal insulating materials on the job premises.

All thermal tape, pads, mitered fittings (insulation, metal or plastic), batts and lags shall be fabricated by Employees covered by this Collective Bargaining Agreement when such fabricated items are to be installed by Asbestos Workers, regardless of the location the Employer chooses to have such items fabricated, within the territorial jurisdiction of Local #7. The exceptions are quad-ra piece fittings and PVC jacketing cut and roll. These are items that may be purchased separately. In addition, this shall include all other work awarded to the Union through International Union Agreements, through Decisions of Records and Agreement of Record and other Actions of the National Joint Board for the Settlement of Jurisdictional Disputes in the Construction Industry or any Agreement that may be made between a representative of the International Association of Heat and Frost Insulators and Asbestos Workers and another representative of an International Union. In the event such an Agreement is made, said Agreement shall be furnished the Employers.

ARTICLE 11 RULES AND WORKING CONDITIONS

11-1 The Association and The Employers individually and the Union and the Employees individually believe that safety is an important aspect of job and working conditions and hereby agree that all safety law, regulations or

government agencies, and safety rules and regulations of any plant of facility where men are employed will be complied with at all times.

The Employer shall furnish hard hats, respirators and all other safety equipment required by any plant, facility or governmental agency. Employees shall use such equipment where required for safe working conditions.

11-2 No Employee shall work in any hazardous crawl space or in extreme heat unless in company with another Asbestos Worker when it is deemed necessary by the Business Agent and the Employer's representative, and if they are unable to agree no work shall commence until approved by an appropriate Safety Inspector.

11-3 No Employee will be penalized for refusing to work in hazardous areas.

Working Limitations

11-4(a) The Union agrees there shall be no limitations or restrictions placed upon the individual working efforts of Employees.

11-4(b) Current NCA working rules shall be made part of this Agreement by reference thereto.

11-5 Each Employee covered by this Agreement shall furnish the following tools:

Rule, 6'	Handsaw
Butcher Knife	Circumference rules
Nippers	Keyhole or compass saw
Shears and scissors	Lacing needle

Pointing trowel	Flat trowel
Tin Snips	Rubber bands or springs
Chalk box w/ chalk	Large rubber gloves
Paste brush	Aviation snip, left, right, straight
Tool box or bag	Dividers
Punch or awl	Screwdriver

11-6 The Employers shall furnish saws for cutting foamglass or similar abrasive materials, or metal-faced covering.

11-7 Each Employer shall furnish his employees with Employer owned tools when required. In the event of an Employer Check-out program for said tools, employees will sign a receipt identifying the tools and accepting responsibility for the tools.

11-8 The Employers shall furnish hand cleaner and gloves. The type of glove(s) shall be appropriate for the materials being used as agreed on the job by the foremen and the superintendent. Gloves will be replaced by the Employer upon exchange for a worn-out issue pair of gloves.

11-9 Protective clothing shall be furnished, if required, to protect the Employee from oil, acid, and chemicals or other harmful substances. Protective clothing will be furnished for mastics if deemed appropriate by the Employer.

11-10 Employees shall be held responsible and accountable for all protective clothing and tools furnished by the Employer, provided adequate storage which may be locked for safekeeping is furnished by the Employer.

11-11 Employers are to be responsible for payment of Employee's personal tools and clothing lost at the job site

due to fire or catastrophe.

Work Orders

11-12 Signed work orders shall be issued on all jobs. These work orders shall supersede job specifications. If no work order is received by the Mechanic on the job, the job specifications shall be followed. Where no signed work orders have been issued and there are not job specifications, the Asbestos Worker Code of Workmanship shall prevail. Otherwise, the Employer shall be responsible for the quality of work performed.

Clean-up Time

11-13 There shall be a ten (10) minutes cleanup period, when necessary, prior to lunch and at the end of the workday unless materials worked with or conditions on the job warrant additional time. Cleanup to be performed on the jobsite. Employees may not take "early quit" time in lieu of "cleanup" time.

Shelters

11-14 Adequate shelters for eating, changing clothes, heat for drying clothes, toilet facilities and drinking water shall be supplied by the Employers as spelled out by state, federal or city laws.

Transport of Materials

11-15 It shall be a violation of this Agreement for an Employer, or his authorized representative to request or to order an Employee to transport insulation materials that exceed the confines of one (1) standard 5 gallon bucket or

for an Employee to agree to transport such materials in his privately owned vehicle.

ARTICLE 12 – UNION ACTIVITY

Union Business Office

12-1 The Union shall have a permanent office address with telephone services, where their Business Manager or authorized officer can be communicated with between 7:00 am and 3:30 pm.

12-2 The Business Manager or authorized representatives of the Union shall be permitted on all jobs. On fabrication facilities the Business Reps shall provide 2 hours notice prior to entry. On projects under military or security guard, the contractors will cooperate as far as regulations permit to get authorization and/or clearance for said representatives.

Union Steward

12-3 A job steward, who shall be a working mechanic, may be selected by the Business Manager or authorized representative of the Union, provided that in each case the Employer is notified in writing of the name of the steward.

12-4 The duties of a job steward shall be performed expeditiously. No steward shall be laid off or discharged on account of the performance of his duties. A steward shall not cause or call a work stoppage.

12-5 A job steward shall not be subject to transfer to another job site without the mutual consent of the Union business representative and the Employer, or until the crew is reduced to five or less employee.

In the event of a reduction in force, the steward shall maintain his position of employment until the crew is reduced to five or less employees.

The steward shall be asked to work when five or more employees work overtime.

Discrimination

12-6 No employee, including job stewards, shall be discriminated against for activity for or against the Union.

12-7 Employees shall be permitted to take such time as may be necessary to engage in work for the Union; provided, however, that such Employee shall be paid no compensation whatsoever by the individual Employer for the time devoted to the performance of said duties. If an Employee is to be gone one day or more on Union business, he will give twenty-four (24) hours' notice to the Employer.

Accidents

12-8 The Union Office shall be notified as soon as possible in case of an accident involving Employees referred through the Union.

ARTICLE 13 - PROTECTION OF BARGAINING UNIT WORK

The Employer shall not directly or indirectly perform, undertake or accomplish any Asbestos Workers' work except in complete compliance with all terms and provisions of this Agreement.

ARTICLE 14 - OPEN

ARTICLE 15 – WORK PRESERVATION

In order to permit the Employers to effectively compete for work in the industry, to protect work opportunities for Employees and to insure that the Employer's work will be performed under union conditions it is agreed that the parties may, upon the showing of a bona fide need, modify this agreement in the form of a Work Preservation Agreement.

This will be a function of the Trade Board, which will meet monthly to consider these matters.

Failure to agree to a modifications shall not give raise to a grievance nor right to economic or other action.

ARTICLE 16 – SAVINGS CLAUSE

16-1 Should any part of or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decision of an agency or a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions thereof; provided, however, upon such invalidation the parties signatory hereto agree to immediately meet to renegotiate such parts of provisions affected. If agreement is not reached within sixty (60) days after negotiations are requested, the Employer or the Union shall have the right to take economic action. The remaining parts or provisions shall remain in full force and effect.

16-2 It is further 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 explicitly and expressly

limited by the terms of this Agreement, and the Union has the sole and exclusive right to manage its affairs in all of their aspects except as this right is explicitly and expressly limited by the terms of this Agreement.

16-3 This Agreement is not intended to, and shall not be construed to, permit acts which violate any valid federal or state law. This Agreement is not intended to nor shall it be construed as creating, recognizing or imposing, on the Union, or the Employer, any common-law duties.

ARTICLE 17 – DURATION AND TERMINATION

17-1 This Agreement shall be in full force and effect from June 1, 2005, to and including May 31, 2009, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

17-2 Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to May 31, 2005, or May 31 of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

17-3 It is mutually agreed by the Union and Employers that in the event of common industry problems, including economic necessity, this agreement may be reopened by mutual consent of both parties after 30 days' written notice.

17-3 It is mutually agreed by the Union and Employers that in the event of common industry problems, including economic necessity, this agreement may be reopened by mutual consent of both parties after 30 days' written notice.

Legal Recourse

17-4 The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree thereon.

ARTICLE 18 - DRUG POLICY

The Substance Abuse Program shall be the program that was negotiated between the Western Washington Chapter of the Western Insulation Contractors Association and the International Association of Heat & Frost Insulators and Asbestos Workers Local #7 in effect since July 27, 1993 and attached hereto.

EFFECTIVE JUNE 01, 2005: SIGNED THIS
5th day of August, 2005.

FOR THE UNION:

Ted Boskovich:

Business

Manager: Ted Boskovich

Date: / /

Ted Boskovich, Clinton Hollingsworth, Robert T. Mitchell, Dan Daley, Douglas Steinmetzer, Peter Goodman, Donald H. Dana, Monty Anderson, and Scott Phillips.

FOR THE EMPLOYERS:

Jay Bridgewater

President

WWC/WICA: Jay Bridgewater

Date: 8/5/05

Western Washington Chapter

Western Insulation Contractors Association

**Central Washington Work Preservation
Addendum to the Master Labor Agreement**

This addendum shall include all work performed within the following counties: Chelan, Douglas, Kittitas, Okanogan, and Yakima. The purpose of this addendum is to maintain and or increase market share or participation in the traditional markets, and to seek more opportunities in this market area. This agreement will continue in effect until the cancellation or expiration of the Master Agreement.

There will be an annual review by way of Trade Board for the adjustment of terms. In order to participate in this addendum the contractors must be signatory to the Master Agreement; be in good standing; and not be delinquent in payments to any associated trust funds.

Terms of Implementation

The Employer will notify the Union monthly about projects that have been secured utilizing this addendum. The notification will include estimate duration, location, and man-hours required.

Wages

All Mechanic Class Base Rates of pay will be 80% of their current base wage rate. Apprentices shall be paid at their appropriate percentage level of the Class II Mechanic 80% rate.

Travel and Subsistence

All employees that reside in the above counties shall be paid the following zone pay based on the respective legal residence of each employee:

Zone #1	00 to 20 miles	Free
Zone #2	21 to 30 miles	\$15 per day worked
Zone #3	31 to 40 miles	\$25 per day worked
Zone #4	41 to 50 miles	\$35 per day worked
Zone #5	51 to 60 miles	\$45 per day worked
Zone #6	61 to 70 miles	\$55 per day worked
Zone #7	71 miles and over	\$60 per day worked

Overtime and Holidays

To be the same as the Master Agreement. All other terms of the current Master Labor Agreement apply.

Executed this 5th day
of August, 2005
Employer _____

Company _____

By: Jerry Bridgewater
Title: WW WICA President

By: Tom Burkhardt
Title: Business Manager
IAHFIAW Local #7

Asbestos Workers Local #7



Code of Workmanship

"No skilled craft can successfully perpetuate itself without establishing a standard set of rules recognized, practiced, and enforced by all it's members."



As the application of insulation is a hand craft, each individual may use his skills differently, thus all work performed is predicated on the phrase "workman-like manner". A definition of this phrase would include such words as pride, skill, attitude, dedication, knowledge, and ability; but in addition to these ingredients, each journeyman must use a common standard as ground rules applicable to everyone within the craft.

I. WORK ORDERS, SPECIFICATIONS, CODE OF WORKMANSHIP

- A. Signed work orders will determine the materials and methods to be used on the jobs in performance of this trade.**
- B. In the absence of work orders, the specifications on the job sites will take precedence.**
- C. If there are no specifications or work orders, the code of workmanship of the International Association of Heat and Frost Insulators and Asbestos Workers will be followed.**
- D. Should no International Code be in effect, then a code of workmanship accepted by the Local Union in whose jurisdiction the work is being performed shall prevail.**

- E. The code of workmanship will mean the least acceptable methods for the performance of this trade as prescribed by past area practice.
- F. This code is meant to compliment the International Code of Workmanship and shall in no way detract from or circumvent its intent.
- G. Responsibility for adherence to this code rests with the job Foreman as well as the Mechanic or Apprentice who does the work. Apprentices working with the tools are to be closely supervised by a mechanic and both shall be held accountable for deviations from this Code of Workmanship.

II. APPLICATIONS OF INSULATION MATERIALS

- A. Sectional pipe covering (single and multiple application), fibrous Cal Sil, Urethane, Foamglas, etc.
 - 1. All butt and lateral joints shall be free from voids or cracks.
 - 2. All cut-outs shall be cut to fit.
 - 3. Coverings shall be applied only between fittings unless the pipe is welded or sweated. Headers with a series of fittings,

valves, tees, strainers, etc., may be insulated with oversize coverings of the same thickness, providing all voids are filled prior to application.

- a. Fittings will not be stove piped.
4. In a multiple layer application, all joints must be staggered.
 - a. Inner and outer layers must be secured individually with wire, tape, or bands at least four per 3' section.
5. Bent piping must be segmented to fit and secured.
6. All work on cal sil, if cloth finish, shall have mudded joints, finished smoothly to conform with surface.
7. Sectional covering on horizontal lines shall be installed with joints in vertical positions wherever field conditions permit.
8. Whatever the finish on pipe covering, stress laps out of sight, outside laps adjusted to shed water. No application shall have staples used in lieu of adhesive or wire. All staples to be sealed on chilled water

insulation.

9. Butt laps used on the pipe covering shall be of the same material as the finish jacketing on the pipe covering. Butt laps are to be sealed or stapled.
10. When vapor barrier jacket is defective, it shall be removed and reapplied in a neat manner.
11. MBI (vinyl covered fiberglass) shall not be used on exposed mechanical systems.
12. All PVC (Zeston) fittings will be fully insulated and have a minimum of two tacks per fitting (Concealed).
 - a. All PVC (Zeston) exposed will be taped. The tape will match the jacketing of the pipe covering.
 - b. The use of "Z-tape" can be used with concealed fittings and when connecting nested fittings.
 - c. All PVC (Zeston) will be insulated following the contour of the pipe and in a workmanlike manner.

B. Chilled Water

1. Insulation materials installed on cold, chilled and rain drain piping shall have an exterior vapor barrier. All laps, sealing strips and punctures shall be sealed and secured with a vapor barrier mastic. If staples are used to further secure the insulation, they will be sealed over with proper mastic.
2. If non-corrosive wire must be used to secure soft materials, a layer of tape shall be underneath to prevent the wire from penetrating the insulation.
3. If pipe covering with a self-sealing lap is used, the lap shall be rubbed hard several times with a knife or trowel to insure an effective seal.
4. Voids around irregularities shall be stuffed with an appropriate material, finished off with an appropriate jacketing.
5. Oversized covering for valves and tees may only be used if it overlaps the adjacent covering with the same thickness of the adjacent covering and the void in the body of the fitting is filled with an insulation

material. Then sealed with appropriate jacket or vapor barrier.

6. All valves, valve bonnets, fittings, air separators, pump bodies, and all irregularities must be fully insulated with appropriate material.
7. All terminations shall be finished with mastic and fab glass (binder), bandage roll or an end cap used. No raw insulation material shall be exposed.
8. Foil faced duct wrap or MBI (Vinyl Covered Fiberglass) shall not be used for exposed fittings or valve coverings.

C. Low Temperature Work (Below 38 Degrees F)

1. Low temperature pipe that is in a wet or frosted condition shall not be covered except where refrigeration cannot be shut off. In such instance, at the direction of the customer, insulation may be applied. If approved, a fast drying solvent such as denatured alcohol or thinner may be used to dry piping or equipment.
2. The lateral seams shall be applied with an approved vapor barrier sealer and/or mastic

on all outer layer covering that is applied on any and all cold surfaces

3. All butt and lateral joints must be true and even and must be firmly butted together. Adhesive must be applied to all joints, all fittings included.
4. All valves, valve bonnet, fittings, air separators, pump bodies, and all irregularities must be fully insulated with the same thickness as that of the adjacent piping or equipment
5. Molded or prefabricated fitting covers shall be applied with proper adhesive and wired or taped in place. In such cases, oversized pipe covering shall be applied to insure same thickness as that of adjacent covering and shall properly nest on it with butt lap equal to the said thickness.
6. All large sizes of piping, for which the manufacturer does not provide molded sections, shall be covered with beveled lagging, applied with approved vapor barrier sealer, and firmly secured with bands spaced not more than nine inches apart, on center

7. When hanger brackets, etc., are attached directly to the pipe, it will be insulated for a distance of four times the thickness of the adjacent insulation, and sealed with proper vapor barrier sealer.
 8. The use of insulation cements to fill voids in low temp work shall not be permitted.
 9. Where cellular insulations are used, fibrous materials will not be substituted in the fabrication of fittings and/or filler pieces.
 10. When wire is used to secure soft materials, a layer of tape shall be applied underneath to prevent the wire from penetrating the insulation.
 11. The use of spray foam to fill voids is permitted if the spray foam has the same insulation properties as the adjacent covering.
- D. Rigid sectional pipe covering and flexible foam plastic (Armaflex, Rubatex, etc.).
1. The rubber shall be sealed with the appropriate bonding cement according to factory recommendations adhesive to be applied to both sides on all lateral and butt

joints in order to create a continuous seal.

2. Cut-outs, tees and orifices shall be cut to fit with bonding seal onto the pipe being covered.
3. Appropriate-sized pipe covering shall be applied to fit snugly to the piping.
4. There are occasions when industrial strength adhesives (520) cannot be used such as in clean rooms. When this is the case clean room protocol can override the Code of Workmanship but only as a last resort, however a continuous seal must be maintained.
5. Fittings will not be stove piped.

E. Duct Work

1. Foil-Faced fiberglass blanket with vapor barrier
 - a. Before wrapping the flexible blanket insulation, cut out and remove two inches of insulation at the butt and lateral ends of the flexible blanket. The two-inch laps will serve as vapor barrier flaps at all joints. All insulation will be

wrapped tightly and neatly to all surfaces with all joints butted accurately. A completely sealed vapor barrier envelope must be provided.

- b. Joints of the insulation will be lapped, sealed and taped with the proper sealer to provide a completely sealed vapor barrier envelope. The tape will be applied in a straight line with equal overlap on both sides of the joint. All punctures and voids must be properly insulated and sealed.
- c. If a self-sealing tape is used, it shall be rubbed until it is free of air pockets or openings and stapled on both edges. The staples are to be no less than one per four inches.
- d. No raw glass shall be visible.
- e. Wire, stick clips, weld pins, adhesive or other devices shall be used to eliminate sagging of insulation blankets.

2. Fiber glass blanket.

- a. Blanket insulation shall be cut to allow for a four-inch lateral lap and a three

inch butt lap.

- b. It shall be placed neatly around the duct with a minimum of wrinkles.
- c. Insulation shall be securely wired or stapled. Wire will be placed on maximum 12-inch centers. Staples shall be used to secure areas not held down by wires.
- d. Bare duct metal should be visible only in special cases.
- e. Butt laps on square or rectangular duct must be wired or stapled securely.
- f. Wire, stick clips, weld pins, adhesive or other devices shall be used to eliminate sagging of insulation blankets.

3. Rigid Board Insulation.

- a. Rigid boarded insulation shall be cut accurately for the job requirements; all joints will be tightly butted. Insulation shall be cut to fit between standing seams and stiffeners and shall be secured by impaling over metal fasteners or welded pins. The excess

pin length will be cut off or bent over. The washer will be set solidly into the insulation surface. All fastener and washer penetrations shall be sealed to provide a complete vapor barrier. Joints at stiffeners, standing seams and angle irons will be insulated and then will be completely sealed.

- b. Where duct insulation is to be fitted with a sealed canvas or paper jacket, protective angles (corner bead) shall be used in order to present a uniform finished appearance.

4. Pins/Fasteners

- a. Where rectangular ducts are 24" width or greater duct wrap shall be secured to the bottom of the duct with mechanical fasteners spaced approximately 18" on center. Mechanical fasteners shall be applied to the other areas of the duct as needed so as to maintain the efficiency of the insulation.

III. MATERIALS AND FINISHES

- A. Vessels, Breechings, Boilers, Stacks.

1. Bats--flexible glass.

- a. The material shall be held securely in place with wire, pins, washers, bands, mesh, etc.
 - i. Bands or wire and/or pins space 12" maximum on center.
 - ii. Mesh and/or pins will be in accordance with requirements to hold specified insulation
- b. Fill all voids, cut-outs to fit.
- c. All joints shall be tightly butted.

2. Cal Sil and other block insulations

- a. Lags or blocks will be held in place with wire or bands 12" maximum on center, or where needed. Cross wire and lace with studs or pins.
- b. Fill all voids except nameplates and inspection tags.
- c. Insulation around manholes, doors, or other openings shall be neat and provide clearances for normal operation

of the equipment.

3. Sprayed insulation.

- a. The surface to be insulated shall be suitably prepared to receive the foam.
- b. Spraying of all types of insulation will be done in strict compliance with manufacturers' specification.
- c. The finished surface shall be rasped or otherwise shaped to a uniform appearance.
- d. Any vessel, duct, cone, breeching, etc., where the bottom is being sprayed, reinforcing agents must be used; pins, hex mesh, road mesh, etc.
- e. Foaming material will be applied to a solid mass free of voids or foreign objects.

B. Finish

1. Metal

- a. Metal must be cut to fit.
- b. Minimum of 2" lap on 3" lines and over

longitudinal and butt. Smaller sizes 1.5" and under requires a 1" lap longitudinal and 2" on butt.

- c. Metal must be secured with bands applied straight on 12" maximum center; other fastening devices, pop rivets, screws, shall be on 6" center or less, depending upon conditions.
- d. When fittings of odd size such as on stainless steel pipe or when the correct fittings are not available, the mechanic will lay out and make gored fittings to fit.
- e. On vertical piping and vessels "s" clips should be used while installing metal. Also, "j" clips should be used to hold bands on all vessels
- f. Self-tapping sheet metal screws or pop rivets should be used to eliminate fish mouths.
- g. On vessels over 12 feet in diameter, bands shall have expansion springs.
- h. Cutouts for manholes and larger holes on vessels shall be made from two

pieces of metal.

- i. Gores and tank top orange peals shall both be crimped and beaded.
- j. On large corrugated sheets, the lap shall be 1 and 1/2 corrugations minimum.
- k. Cutouts shall be within 1/8 of an inch of the surface cut out for.
- l. All metal shall be installed for watershed.
- m. Expansion joint sleeves shall have the bands, screws, or any other fasteners left off one end, to allow for expansion.
- n. Caulking shall be used in a 1/4 inch bead and smoothed to a fine finish.
- o. Flashing will be used on all heads of vertical tanks when necessary for watershed.
- p. Chokers for bands shall be made of stainless steel wire and double tied.
- r. No staples shall be used on metal

- s. Metal shall have no exposed straight cut leading to any cutouts unless proper backing is used.
- t. When PVC plastic covers are used with metal outdoors, they shall be UV protected. Metal elbows shall be applied so the heel is tightly lapped.
- u. Metal terminations, flat caps, conicals, etc., shall be applied to match adjacent metal jacket.

2. Vinyl or Plastic

- a. Plastic shall be fabricated and cut in the same manner as metal. Gores, end caps, and conical pieces should have crimped laps when possible. Notched laps on all end cap pieces will be acceptable in lieu of crimped laps.
 - i. Plastic will be welded under all laps with the appropriate glue to secure installation.
 - ii. All edges shall be sealed for vapor barrier by running a continuous bead of glue over their entirety, thereby allowing the installation of

the properly lapped plastic in either direction.

- iii. Caulking should be used wherever metal protrusions meet plastic.
- iv. When using a PVC jacketing system of glue, tacks shall not be used.

3. Spray Mastic

- a. Spray must be evenly applied.
- b. Must have a reinforcing agent immerse in the application, hex mesh, glassfab, etc.

4. Saturated Felt (Tar Paper)

- a. Bands or wires to be on 6" centers or less, depending upon conditions; such devices to be straight.

5. Mud and Canvas

- a. Two coats of cement are required when doing finish work, rough-in and smooth finish.
- b. Concealed: Fittings shall be smoothly

finished to a thickness equal to the OD of adjacent covering while conforming to the curve of the fitting prior to the finish canvas, fab, B-roll, or other specified material.

- i. Larger fittings, 3" and above, will be mitered or built up with blanket insulation secured with wire, twine, B-roll, one or more coats of cement smoothly applied prior to the finish. Bandage roll shall be applied to all mudded fittings.

- (a). Chilled water or refrigeration fittings must have a vapor barrier or seal prior to applying cement. No total cement fittings allowed.

- c. Exposed: Same rules apply as concealed with the following additions.

- i. Four-ounce (minimum) canvas will be used as a finish applied over a smooth surface without wrinkles and will be neatly trimmed.
- ii. The canvas will cover the fitting without wrinkles and will be neatly

trimmed.

- iii. On valves, flanges, cleanouts, strainers, etc., where oversize covering is used, the terminations of the covering shall be canvassed.
 - (a). Pipe covering terminations shall be covered with the corresponding finish, I.E. metal jackets, metal ends.
 - (b). When cement or mastic is used, there must be glassfab, B-roll, etc., used as a reinforcing agent.

6. Pads

- a. Because of the variety of methods and materials for the construction of pads the following guidelines shall be used.
- b. All pads must be measured to fit.
- c. All cut-outs will be made to fit with no gaps, for a tight seal.
- d. Outside pads will be of a waterproof material and caulked to insure the seal.

- e. Stainless or copper wire will be used to lace-up the pads
- f. Pucker wires will be used for a tight circumferential seal.
- g. When installing hooks, the hooks will be attached in a manner where they will not pull out when lacing up.
- h. All pads will use the appropriate insulation material for the temperature range for the pad.

IV. OTHER WORK

A. Asbestos Work

- 1. No work shall be performed without proper training and medical certification.
- 2. All work shall be performed according to current EPA, OSHA and/or WISHA regulations.

B. Fire Stop

- 1. Fire Stop Systems shall be installed in accordance with Manufacturers UL tested &

listed specifications. Work will be performed in a workmanlike manner.

Revised and Updated 11/11/98

Doug Gamble.....Business Manager
Ted Boskovich.....Business Agent
Clint Hollingsworth.....President
Steve Dana.....Vice-president

Executive Board

Peter Goodman
Paul Hamilton
Chris Holder
Mike Strigen
Chuck Williams

LM 027-017

