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## WORKING AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of June 2012, by and between the Insulation Contractors' Association of Northern Wisconsin and Upper Michigan and Vicinity (hereinafter called the "Employers") and the International Association of Heat and Frost Insulators and Asbestos Workers' Local 127 of Appleton, Green Bay, and Wausau, Wisconsin (hereinafter called the "Union").

Chartered cities in the territory of Local No. 127 are Appleton WI, Green Bay WI, Wausau WI, Escanaba MI and Marquette MI. Contractors who have Home and/or Branch Offices located in the geographical jurisdiction of Local 127 must become signatory to a Local 127 Collective Bargaining Agreement. Job and/or Field Offices will not be construed as Home and/or Branch Offices. It is mutually agreed that neither the Employers nor the Union shall create or enforce any rule or bylaw conflicting with, subtracting from or adding to this Agreement. It is further agreed that neither the Employers nor the Union shall engage in any subterfuge to expand, evade or restrict the terms of this Agreement.

**ARTICLE I**  
**TERRITORIAL JURISDICTION**

**Section 1. TERRITORY**

It is hereby agreed that the provisions of this Agreement shall be binding upon the Employers, the Union and upon the membership of the Union individually and as members of the Union within the present territorial jurisdiction of Local 127, which shall consist of the following counties in Wisconsin and Upper Michigan:

**WISCONSIN**

- |                |               |                 |
|----------------|---------------|-----------------|
| 1. Adams       | 2. Brown      | 3. Calumet      |
| 4. Clark       | 5. Door       | 6. Florence     |
| 7. Fond du Lac | 8. Forest     | 9. Green Lake   |
| 10. Jackson    | 11. Kewaunee  | 12. Langlade    |
| 13. Lincoln    | 14. Manitowoc | 15. Marathon    |
| 16. Marinette  | 17. Menominee | 18. Oconto      |
| 19. Oneida     | 20. Outagamie | 21. Portage     |
| 22. Price      | 23. Rusk      | 24. Shawano     |
| 25. Sheboygan  | 26. Taylor    | 27. Trempealeau |
| 28. Vilas      | 29. Waupaca   | 30. Waushara    |
| 31. Winnebago  | 32. Wood      |                 |

**MICHIGAN**

- |                 |                |              |
|-----------------|----------------|--------------|
| 1. Alger        | 2. Baraga      | 3. Delta     |
| 4. Dickinson    | 5. Houghton    | 6. Iron      |
| 7. Keweenaw     | 8. Marquette   | 9. Menominee |
| 10. Schoolcraft | 11. Isle Royal |              |

The Rand McNally map shall be the official map of the trade. All places on said map touched or intersected by county border lines shall be considered within the territory, and in such cases the entire town or city limits of such places shall be considered within the territory.

**Section 2. OUT OF TERRITORY OPERATIONS**

The Employers further agree that on all operations outside of the chartered territory of the union they will abide by the rates of pay, rules and working conditions established by the Collective

Bargaining Agreement prevailing in that area between the local Insulation Contractors and the local Union subject to the following: Employers may send a mechanic (job foreman) on any one operation within the jurisdiction of another local Union, and in the event of insufficient supply of local labor in that territory, such additional employees as may be necessary. The Employer is privileged to send the mechanic (job foreman) as outlined above, but cannot bring a mechanic (job foreman) into an area where it is already bound by a Collective Bargaining Agreement. When employees represented by Local 127 are assigned by an Employer to work outside the present territorial jurisdiction of Local 127, such employees shall receive in addition to transportation costs; the wage rate, the vacation rate and expense allowance highest of those prevailing in either of the two (2) locals, but shall receive the welfare, pension fund, etc., which shall be payable to their home local or to the employee in accordance with the provisions of this Agreement and in the fund documents. Vacation Fund wages shall be included as base wages for the purpose of this Article.

**ARTICLE II**  
**WORK JURISDICTION**

**Section 1. WORK JURISDICTION CLAIMS**

This Agreement covers the rates of pay, rules and working conditions of all employees engaged in the manufacturing, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, corrosion control, testing, maintenance, removal, and clean-up of heat, frost, or sound insulation, such as magnesia, asbestos, hair felt, wool felt, cork, mineral wool, infusorial earth, mercerized silk, flax fiber, fire felt, asbestos paper, asbestos curtain, asbestos millboard, fibrous glass, foam glass, styrofoam, polyurethane, polystyrene, metals, plastics, fibrous mat, roving and resins, acoustical sound pads, or other materials used in our craft, or substitutes for these materials, or engaged in fire stopping ( which includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies to prevent the passage of fire, smoke or other gases, sealing of penetrating items and blank openings, and all components involved in creating the rated barrier at perimeter slab edges and exterior

cavities, the head of gypsum board or concrete walls, and joints between rated wall or floor components), clean up or removal of toxic waste or hazardous materials, including lead, or any labor connected with the handling or distributing of insulating materials on job premises, including the operation of all equipment associated with the work described in this section, also the covering of cold piping and circular tanks connected with the same and all other work included in the trade jurisdictional claims of the Union. This includes alterations and repairing of work similar to the above and the use of all materials for the purpose mentioned.

Special Notice: Although the Union does claim and perform work with materials containing asbestos and lead, not necessarily are Contractors signatory to this Agreement performing work with materials containing asbestos and lead.

## **Section 2. PREFABRICATION**

Fittings, flange covers, tees, elbows, insulation blankets or other pre-assembled articles fabricated, assembled or molded at the Employer's plant or shop, where the articles fabricated, assembled and molded are to be installed by employees of the Employers who are party to this Agreement, shall be assembled by a member of the bargaining unit, provided that, except as to panels, such articles fabricated by an apprentice may only be for jobs within the geographic jurisdiction of the local Union.

Packages or materials shall have the name of the employee, registration number, and date of fabrication. Marker or stamp shall be furnished by employee. (NOTE: This provision will be strictly enforced.)

## **Section 3. SCAFFOLDING**

All scaffolding fourteen (14) feet and under to be used by employees performing any of the duties described in Article II of this Agreement, which is not erected by employees of another employer and which is not erected by the Employer's employees represented by another craft for work other than the employees performing any of the duties as described in Article II of this Agreement shall be erected by employees covered by this Agreement. Employees covered by this Agreement may be

assigned to erect higher scaffolding.

## **Section 4. CODE OF WORKMANSHIP**

All employees performing any of the duties as described in Article II of this Agreement shall apply materials of the Trade in accordance with the Code of Workmanship of the International Association of Heat and Frost Insulators and Asbestos Workers, providing it does not conflict with the architect's or engineer's specifications. The Code of Workmanship has been formulated for the strict observance and working guidance of our individual membership. It shall be the qualification of "workmanlike manner" and shall be the craft standard by which all material application shall be judged. It shall be enforced on all work wherever situated and shall be the only authority upon which charges of "inferior work" shall be preferred or decided; and upon which working instructions of Job Foreman and decisions of Business Agents shall be predicated.

## **Section 5. JURISDICTIONAL DISPUTES**

In the event of any jurisdictional dispute, the Union shall defend and hold the Employer harmless from any money damages and/or penalty relating to that dispute, except for work performed after the Employer is notified in writing by all Unions involved that the dispute has been resolved, including which Union has jurisdiction over the work in the dispute. The parties agree to be bound the Building and Construction Trades Jurisdictional Disputes Procedure. Provided that the Union complies with any decision of the Plan or government agency, it shall not be liable for damages arising out of a jurisdictional dispute.

## **ARTICLE III GENERAL PROVISIONS**

### **Section 1. BARGAINING UNIT CLAIMS**

The Employers agree that they will only sublet or contract out work, claimed by the Union in Article II of this Agreement, to Employers who are Party to or are bound by the terms of a contract with the Union; and the Union agrees not to contract, subcontract or estimate on work; nor allow the employees it represents to do so, nor allow the employees it represents to act in

any trade capacity other than that of a worker. This worker may with the consent of the worker's Employer give estimated labor figures, provided they are not monetary figures. It is also agreed that no member of a firm or officer of a corporation or their representatives or agents, other than bargaining unit employees, shall execute any part of the work of application of materials. The Employers agree they will not provide any assistance to any non-signatory contractor bidding or awarded the mechanical insulation on any project.

### **Section 2. UNION REGOGNITION**

It is mutually agreed, understood and acknowledged that the Heat & Frost Insulators & Asbestos Workers Local Union No. 127 is the sole and exclusive bargaining representative of the Insulation Employees covered by this Agreement. Upon the Union's request for recognition as majority representative, the Employer verified the evidence presented by the Union demonstrating that the Union represents an uncoerced majority of the Employer's insulation employees. Based on this clear and unequivocal demonstration of majority support, the Employer recognizes the Union as the sole and exclusive bargaining representative and acknowledges that the Union represents a majority of employees employed to perform bargaining unit work as referenced in the National Labor Relations Act Title 29, Chapter 7, Sub II Section 9(a).

### **Section 3. INDIVIDUAL AGREEMENTS**

The Employer agrees not to enter into any individual agreement with bargaining unit employees which will permit bargaining unit employees to perform their work on any basis of pay other than an hourly rate, which wage shall not be less than specified in this Agreement. It is also agreed that all forms of compensation related to any employee production, such as quota systems, piecework, bonus systems and other incentives will not be used.

### **Section 4. EMPLOYERS BUSINESS MANAGEMENT**

Each Employer subject to this Agreement shall have the sole and exclusive right to manage its business, to direct the working force, to hire, to discharge for just cause, to lay off due to lack of work, to appoint and remove foremen, to transfer employees (from job to job), to determine the location where work shall be performed, and to schedule hours of work, and assignments of duties. All such functions of management and all other functions of management, unless expressly limited by this Agreement, are vested exclusively in the Employer.

### **Section 5. HAULING MATERIAL**

No employee will be required to transport any insulating materials or miscellaneous articles in his/her personal vehicle. The only exception to this will be the employee's personal tools.

### **Section 6. PROJECT INFORMATION**

The Employer agrees to provide the Union with monthly information on projects the Employer has bid and on projects the Employer has been awarded on plan and spec jobs over \$10,000.00 in value.

It will not be a violation of this Collective Bargaining Agreement for the Union to deny target fund requests and/or not provide the names of qualified Journeymen Mechanics and Apprentices available for referral as required in Article VI Section 1 to an Employer who is in violation of this Section for a period equal to the length of non-compliance after the Employer becomes compliant.

## **ARTICLE IV** **UNION SECURITY**

### **Section 1. UNION OFFICE**

The Union shall have a permanent office address with telephone service, where the Business Agent or an authorized officer can be communicated with between 8:00 a.m. and 9:30 a.m., and 6:00 p.m. and 7:00 p.m.

### **Section 2. UNION SHOP**

This Article can only apply in states permitting union security. All

mechanics and apprentices hereunder members of the Union, now in the employ of the employer, shall remain members in good standing in the Union during the term of this Agreement. All employees performing duties as described in Article II of this Agreement hereinafter employed by the Employer, shall make application to the Union on the earliest date provided by applicable federal law after their employment, or the date of this Agreement, whichever is later.

## **ARTICLE V JOINT TRADE BOARD**

### **Section 1. MEMBERS**

There shall be a Trade Board consisting of three (3) members of the Association and three (3) members of the Union.

### **Section 2. DUTIES OF JOINT TRADE BOARD**

The said Trade Board shall have the right to investigate all labor operations of the parties to this Agreement within its prescribed limits so far as any of the provisions of this Agreement are involved, in connection with any questions which may arise, and for this purpose shall have the right to summon, question and examine any party to this Agreement, their representatives, agents or employees. This includes the right to render decisions concerning compliance or noncompliance with terms and conditions of this Agreement. This does not include the right to add to, or subtract from this Agreement, but is rather limited to matters of interpretation of this Agreement.

### **Section 3. SETTLEMENT OF GRIEVANCES**

Any grievance shall first be discussed between the Business Agent and the disputing parties, with both parties making sincere efforts to settle all differences. If the issue cannot be resolved by the Business Agent and the disputing parties, or if either party does not give a final answer within five (5) days, either party may submit the issue to the Joint Trade Board. Notice must be given in writing to the Secretary of the Joint Trade Board by the aggrieved

party within sixty (60) days of the event or events giving rise to the dispute. Notice of the filing of a dispute must be sent to the members of the Trade Board and the parties to the dispute immediately.

### **Section 4. PROCEDURE**

The Joint Trade Board shall be governed by the following rules:

1. Regular meetings will be held as requested by either the Association or the Union.
2. Special meetings shall be called by the Chairman of the Joint Trade Board on written request of either side, stating the object for which the meeting is to be called, but no matters shall be discussed at special meetings except those designated in said written request.
3. Six (6) shall constitute a quorum (three from each side), neither side shall cast more Ballots than the other.
4. The vote on all questions of violations of this Agreement shall be by secret ballot.
5. It shall require a majority vote to carry any question.
6. The Joint Trade Board shall have the power to award damages and to enjoin continued violations of the Agreement, where agreed by vote, as above provided, or when any of the articles of this Agreement have been violated by either party to same. Such award shall be issued against either the Union or the individual Employer against whom the grievance was filed as the case may be, and the Joint Trade Board shall see that any award issued is satisfied. Damages may not be awarded to customers of the Employers.
7. The Joint Trade Board shall schedule meetings outside regular working hours.
8. The time limits on a Joint Trade Board meeting and time for resolution of a disputed subject to this Article, before it must be appealed to arbitration; shall be, that after a grievance has been filed, it shall be referred in writing to the Joint Trade Board within two (2) working days and the Joint Trade Board shall meet within three (3) working days thereafter. If the Joint Trade Board cannot resolve the grievance within five (5) working days thereafter, the Union and/or Association may demand arbitration pursuant to Article V

Section 5. The time for holding the Joint Trade Board meeting may be extended by mutual written agreement of the parties.

### **Section 5. ARBITRATION**

When a dispute cannot be settled by the Joint Trade Board a seventh person, free from bias and impartial, shall be called in to arbitrate the dispute with the Joint Trade Board. In the event the Joint Trade Board cannot agree upon the seventh party, the seventh party shall be decided through the United State Federal Mediation and Conciliation Services. The expense of the seventh party shall be borne by the party (either the Local Union or the Employer) against whom the case is decided. The decision of the seventh party shall be binding.

## **ARTICLE VI** **WORK FORCE HIRING & TERMINATION**

### **Section 1. HIRING HALL CLAUSE**

Each Employer subject to this Agreement shall hire only Mechanics or Apprentices when available. This provision in no way will interfere with a Mechanic of the bargaining unit with soliciting work from or being hired by an Employer. All Apprentices hired will be indentured and placed by the Joint Apprenticeship Committee. After the Employer makes a request for employees, the Union shall have two (2) working days to furnish workers. If the Union cannot furnish workers for a particular job within two (2) working days, the Employer may hire from other sources for that particular job only. Upon request of an Employer, in accordance with the Memorandum of Understanding pertaining to this Article, the Union will tell the Employer the names of all qualified Journeymen Mechanics and Apprentices available for referral and the Employer may hire from that list. In the event an Employer rejects two (2) Mechanics referred to the Employer, the Employer cannot hire from other sources. The Employer shall not transfer temporary employees (whether referred by the Union or solicited by the Employer) to any other job, without first complying with the hiring provisions herein set forth.

### **Section 2. HIRING NOTICE**

The Employer will advise the Business Agent via mail, fax or email within 48 hours of whom the Employer hires to perform bargaining unit work.

### **Section 3. TERMINATION NOTICE**

Employees will be given a verbal notice of lay off prior to the end of their previous shift of work, provided the Employer has knowledge of the lay off prior to the end of the previous shift of work. When the employee is laid off or discharged, a written or verbal notice stating the date and reason shall be given to the employee at the time of termination and the Business Agent will be provided with a notice within 48 hours by mail, fax or e-mail.

### **Section 4. TERMINATION DISPUTE PROCEDURE**

An Employer may only discharge an employee for just cause. If the Union or the discharged employee has any complaint as to the propriety of a discharge it shall be referred in writing to the Joint Trade Board within two (2) working days of the notice of discharge and the Joint Trade Board shall meet within three (3) working days thereafter. If the Joint Trade Board cannot resolve the complaint within five (5) working days thereafter, the Union may demand arbitration pursuant to Article V Section 5. The time for holding the Joint Trade Board meeting may be extended by mutual written agreement of the parties.

### **Section 5. TERMINATION PAYOFF**

The Employer agrees that any Local 127 terminated employee shall be paid in full at the next regularly scheduled payroll date. Travelers will be paid off at the time of lay off.

### **Section 6. SHOP LOANING EMPLOYEES**

No employee will be loaned from one shop to another shop.

**ARTICLE VII**  
**HOURS OF WORK**

**Section 1. REGULAR WORK DAY**

- (a) The "regular" workday shall be eight (8) hours between 8:00 a.m. and 5:00 p.m. When a half-hour lunch period prevails, the "regular" workday shall end at 4:30 p.m. and when a one-hour lunch period prevails, the "regular" workday shall end at 5:00 p.m. Provided however, that where the employees, the Employer and the Business Agent agree, the "regular" workday may be changed, but it shall not begin prior to 6:00 a.m. or go later than 6:00 p.m. on any one job. With mutual consent of the Employer, Employees and Union, a four-ten hour day "regular" workweek in lieu of a fiveeight hour day "regular" workweek may be worked. All job conferences between Employer and employees will be held during the "regular" workday.
- (b) All employees performing the duties as described in Article II of this Agreement shall have one fifteen (15) minute unorganized break between the hours of 9:00 a.m. and 10:00 a.m.
- (c) There shall be five (5) minutes paid clean-up time before the mid-shift lunch break and there shall be ten (10) minutes paid onthe-job personal clean-up time prior to the end of a shift, and employees shall remain on the job until the end of a shift.

**Section 2. OVERTIME**

All work over eight (8) hours per day, unless a four-ten hour day workweek has been approved shall, be overtime. Any employee at work before or after the "regular" workday, if so authorized by the Employer, shall receive overtime pay at time and one half (1 1/2 X) (See Appendix B) the base hourly wage rate plus fringe benefits to the extent otherwise payable, for work performed outside of the "regular" workday or workdays other than holidays. The first ten (10) hours of work performed on Saturdays shall be paid at time and one half (1 1/2 X) the base hourly wage plus fringe benefits to the extent otherwise payable. Hours in addition to the first ten (10) hours of work performed on Saturday shall be paid at double (2 X) (See Appendix C) the base hourly wage rate

plus fringe benefits to the extent otherwise payable. The Employer agrees, employees for overtime work will be assigned in the following sequence; 1st) Employer's jobsite union members, 2nd) Employer's jobsite temporary employees, 3rd) Employer's off jobsite union members, 4th) additional employees as described in Article VI - Section 1 - Hiring Hall Clause of this Agreement. Overtime work will be voluntary.

**Section 3. SUNDAY AND HOLIDAY WORK**

All hours worked on Sundays and observed holidays, if so authorized by the Employer, shall be paid for at double (2 X) (See Appendix C) the base hourly wage rate plus fringe benefits to the extent otherwise payable. The observed holidays are: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day. No work shall be performed on Labor Day except in special cases of emergency and then only when triple (3 X) (See Appendix D) the base hourly wage rate plus fringe benefits to the extent otherwise payable is paid. When a holiday falls on Sunday the following Monday shall be observed as the holiday. There shall be no pyramiding of premium payments. The Employer agrees, employees for Sunday and holiday work will be assigned in the following sequence; 1st) Employer's jobsite union members, 2nd) Employer's jobsite temporary employees, 3rd) Employer's off jobsite union members, 4th) additional employees as described in Article VI - Section 1 - Hiring Hall Clause of this Agreement. Sundays and observed holiday work will be voluntary.

**Section 4. SHIFT WORK**

When second or third shifts are worked, employees shall be compensated at eight (8) hours pay for seven (7) hours work. In the event that a full seven (7) hour shift is not available to be worked, time worked shall be paid on an overtime basis. All breaks and clean-up time described in Article VII - Section 1, shall apply to all shift work.

**ARTICLE VIII**  
**WAGES**

## **Section 1. MECHANICS WAGES**

Effective June 1st of 2015, the mechanic's total hourly wage rate shall be increased by seventy five cents (\$.75) per hour (Appendix A to be sent when increase is allocated).

Effective May 30th of 2016, the mechanic's total hourly wage rate shall be increased by seventy five cents (\$.75) per hour (Appendix A to be sent when increase is allocated).

Effective May 29th of 2017, the mechanic's total hourly wage rate shall be increased by seventy five cents (\$.75) per hour (Appendix A to be sent when increase is allocated).

Effective May 28th of 2018, the mechanic's total hourly wage rate shall be increased by seventy five cents (\$.75) per hour (Appendix A to be sent when increase is allocated).

Effective May 27th of 2019, the mechanic's total hourly wage rate shall be increased by seventy five cents (\$.75) per hour (Appendix A to be sent when increase is allocated).

## **Section 2. APPRENTICE WAGES**

Apprentices in the apprenticeship program will receive the following base hourly wage rates, 50, 60, 70, and 80 percent of the mechanic's base hourly wage rate for the first, second, third, and fourth years of their apprenticeship, respectively (See Appendix A).

## **Section 3. IMPROVER WAGES**

Improvers will receive the following base hourly wage rates, 50, 60, 70, and 80 percent of the mechanic's base hourly wage rate for the first, second, third and fourth years of their improvership as specified for apprentices in Appendix A.

## **Section 4. FIRESTOP WAGES**

Firestoppers will receive the following base hourly wage rates, 70 percent of the mechanic's base hourly wage rate for the first 900 hours of service, after 900 hours of service Firestoppers are to be paid at 80 percent of the mechanic's base hourly wage rate for the duration of this agreement.

## **Section 5. PRE-APPRENTICE WAGES & BENEFITS**

Pre-Apprentices will receive base hourly wage and benefits in accordance with Article XII section 2 of this agreement.

## **Section 6. FOREMAN AND GENERAL FOREMAN RATES**

When four (4) or more employees are employed on a job a Foreman must be appointed by the Employer, this Foreman shall receive two dollars (\$2.00) per hour above the scale of mechanic. When ten (10) or more employees are employed on a job the Foreman shall receive two dollars and seven-five cents (\$2.75) per hour above the scale of mechanic.

At the discretion of the Employer a General Foreman will be designated for particular jobs and will receive three dollars and fifty cents (\$3.50) per hour above the scale of mechanic.

## **Section 7. PAY DAY**

Payment of all wages and expenses shall be weekly on the job, by mail or at the Shop on the day designated by the Shop as pay day, but not later than Thursday of the week following the week in which the pay is earned. When pay is not received by Saturday following the week in which it is earned, the employee must contact the employer's office by 8:30 AM on the next Monday. The employer will issue a new check and Federal Express it to the employee to be received by the next day. Time must be mailed or faxed by the day designated by the Employer for this paragraph to apply.

## **Section 8. INJURED ON JOB**

Employees injured while at work shall be paid for any lost time during that day, provided medical attention is required during the same working day, and further provided, that an employee must return to work that day unless the employee provides the Employer with a written statement, signed by a doctor, stating that the doctor will not permit the employee to return to work that day.

## **Section 9. ALLOCATION OF WAGE INCREASES**

With a fifteen (15) day prior written notice from the Union to the Employers, wage increases provided herein may be allocated to any fringe fund provided for in this Agreement.

**ARTICLE IX**  
**VACATION FUND WAGES AND CHECK OFF**

**Section 1. VACATION FUND WAGES**

During the life of this Agreement each Employer will pay a per hour Vacation Fund Wage to all employees performing any duties described in Article II of this Agreement.

The per hour Vacation Fund Wage (See Appendix A) will be paid for actual time worked to all employees performing any duties described in Article II of this Agreement, Vacation Fund Wages shall not be considered as Base Wages by employee or Employer, but shall be in addition thereto. However, such Vacation Fund Wages will be included in gross earnings, for the purpose of computing deductions for withholding and social security taxes.

**Section 2. DEDUCTIONS**

It is agreed that Employers will deduct the appropriate Vacation Fund check-off deduction amount (See Appendix A) from the wages of all employees, except pre-apprentices, performing any duties described in Article II of this Agreement. It is also agreed that the Employers will make payment of these Vacation Fund check-off deduction amounts into the Local 127 Vacation Fund.

**Section 3. PAYMENTS**

Payments to the Insulators and Asbestos Workers Local No. 127 Vacation Fund are to be made at the end of each month, but not later than the twelfth (12) day of the following month, after which the payments will be considered delinquent.

**Section 4. DELINQUENT PAYMENTS**

In the event an Employer becomes delinquent in his payments to

Insulators and Asbestos Workers Local No. 127 Vacation Fund, the Union will, at the Union's discretion, remove all employees, performing duties as described in Article II of this Agreement, from the delinquent Employer's job(s); and the delinquent Employer will be assessed, as liquidated damages, five percent (5%) of the delinquent payments, but not less than ten dollars (\$10.00), which amount shall become due and payable to the Fund at its principle office upon the day following the twelfth (12) day of the month in which such delinquency occurred. These delinquent payments and liquidated damages shall be compounding on the day following the twelfth (12th) day of each successive month payment is not received.

If the employees are removed from the delinquent Employer's job(s) by the Union to enforce proven delinquent payments, including liquidated damages, the employees shall be paid by the delinquent Employer for all lost time at the base hourly wage rate plus fringe benefits to the extent otherwise payable.

**ARTICLE X**  
**EXPENSE REIMBURSEMENT AND TRAVEL TIME PAYMENTS**

**Section 1.**

Zone cities will be Appleton WI, Green Bay WI, Wausau WI, Escanaba MI, and Marquette MI. For the purpose of calculating zone boundaries, distances shall be calculated based on the location of the County Seat in the zone city. When a city is located in two (2) zones, it shall be considered as located in the zone in which the majority of the city is located. Disputes as to interpretation and application of the provisions of this Article shall be resolved through the Joint Trade Board procedure. In order for an employer to be able to claim any of the cities as a "zone city", the employer must in writing, choose one of the "zone cities" from which the employer will base his or her operation for calculating the expense reimbursement rate. The employer must have a permanent business address registered with the Union and have at least one person in the "zone city" area to give service to the trade during regular business hours. Once an employer's "zone city" has been established in relation to this agreement, it shall remain the same for the duration of such agreement. In the case of

multiple shop employers, each shop will be considered as a separate employer when determining expense reimbursements. There will be no transferring of men or their job assignments from one shop to another by an employer. In lieu of all payments and reimbursements for travel, mileage, room, and board expense, an employee will be paid the applicable expense reimbursement from the zone city of his employer to the jobsite. As an exception, employees when working in their own zone city area will be paid no more than the applicable expense reimbursement from their zone city to the jobsite. Each employee shall receive one-eighth (1/8) times the payment for the applicable zone for each straight time hour worked when the employee is working a four-ten hour day work week as described in Article VII Section 1 (a).

Zone 1. Free zone on job or jobs located within a radius of thirty(30) miles from the County Seat of the applicable "zone city".

Zone 2. Each employee shall receive a payment of twenty dollars (\$20.00) for each day the employee works on a job or jobs located within a radius of more than thirty (30) miles up to fifty (50) miles from the County Seat of the applicable "zone city".

Zone 3. Each employee shall receive a payment of thirty dollars (\$30.00) for each day the employee works on a job or jobs located within a radius of more than fifty (50) miles up to sixty-five (65) miles from the County Seat of the applicable "zone city".

Zone 4. Each employee shall receive a payment of sixty-five dollars (\$65.00) for each day the employee works on a job or jobs located outside a radius of sixty-five (65) miles from the County Seat of the applicable "zone city". Employer agrees that he will attempt to place employees he has employed, or whom he may hire, in the zone or zones closest to their residence.

## **Section 2.**

Daily expense payments shall not be cumulative. An employee working on jobs in more than one (1) zone during a day shall receive the expense payment for that day of the highest numbered

zone in which the employee worked on a job in that day.

## **Section 3.**

Daily expense payment shall be paid on adverse weather condition days. Employees must report to work on adverse weather condition days to receive this allowance.

## **Section 4.**

The daily expense payment shall be paid for nonworked holidays falling on Tuesday, Wednesday, and Thursday of the normal work week provided the employee works the scheduled work day prior to and scheduled work day after the holiday for the same employer. Daily expense payment shall not be paid for nonworked holidays falling on Mondays and Fridays of the normal workweek.

## **Section 5.**

Employees who actually work on one (1) job and who are transferred to and actually work on another job, all during the same day, shall be paid for their travel time. There shall be no other paid-for travel time.

## **Section 6.**

When the employee is offered eight (8) hours work and the employee does not work the eight (8) hours, said employee shall only receive a prorated expense reimbursement payment for that day unless said lost time is caused by accident or proven illness.

## **Section 7.**

The Employer agrees not to withhold taxes on employee expense reimbursement; provided he has received a determination letter mailed directly to him from the Internal Revenue Service stating that the Collective Bargaining Agreement's per diem expense reimbursement need not be taxed. The determination letter must be from the office level of the Internal Revenue Service's State of

Wisconsin District Director or higher. A copy of the inquiring letter sent to the Internal Revenue Service will be mailed to the Employer.

**Section 8.**

It is agreed that if during the life of this Agreement, should an Employer grant more favorable terms for expenses to any Heat and Frost Insulator or Asbestos Worker on a job site, then such more favorable terms shall be available to all of the Employers Heat and Frost Insulators and Asbestos Workers on that jobsite. This includes only the pay as described in the contract, but it does specifically not include a company vehicle or regular additional pay paid to an employee.

**ARTICLE XI**  
**APPRENTICES AND IMPROVERS**

**Section 1. INDUSTRIAL WORK**

The parties agree to encourage the use of apprentices and improvers. A combined ratio of apprentices and improvers may equal but not exceed a ratio of one (1) apprentice or improver to one (1) Insulator and Asbestos Workers Local No. 127 mechanics employed by an Employer party to this Agreement. Thereafter apprentices and improvers may equal but not exceed two (2) apprentices to six (6) Asbestos Workers Local No. 127 mechanics employed by an Employer party to this Agreement, three (3) apprentices to nine (9) Insulator and Asbestos Workers Local No. 127 mechanics employed by an Employer party to this Agreement and so on. Apprentices and improvers shall execute work in accompaniment with an Insulators and Asbestos Workers Local No. 127 mechanic, except shop work.

**Section 2. COMMERCIAL WORK**

The Union agrees that on commercial work, first or second year apprentices or second year improvers will be allowed to work on these projects without the accompaniment of an Insulators and Asbestos Workers Local No. 127 mechanic. Not more than two

(2) apprentices or improvers may be used on any one project, second apprentice or improver on any one project will be allowed only with the permission of the Business Agent. Third worker on a commercial project must be an Insulators and Asbestos Workers Local No. 127 mechanic.

Commercial Work shall consist of any work performed at any facility that is not engaged in the manufacturing of any product or goods.

A fourth year apprentice who has completed all required schooling shall be permitted to work without the direct supervision at the fourth year rate of pay, but shall not be permitted to supervise another apprentice or other workers under them. This is for commercial work only.

Examples of Commercial Work

Schools

Hospitals and Nursing Homes

Water Treatment Plants

Waste Treatment Plants

Motels and Hotels

Office Buildings

Eating Facilities

Jails and Prisons

Any grievances in regard to the definition of Commercial Work by either party to this Agreement shall be referred to Article V - Joint Trade Board and Grievance Procedure for settlement.

**ARTICLE XII**  
**PRE-APPRENTICES**

**Section 1.**

Pre-apprentices may be used on commercial work according to following per job ratios:

1 Journeyman : 1 Pre-Apprentice.

4 Journeymen : 2 Pre-Apprentices.

7 Journeymen : 3 Pre-Apprentices.

10 Journeymen : 4 Pre-Apprentices.

For every 3 additional Journeymen employed on the jobsite 1 additional Pre-Apprentice may be employed on the jobsite.

**Section 2.**

The Pre-Apprentice base rate will be 35% of the Journeyman base rate and the Employer will provide health insurance coverage with a minimum 70% plan - 30% participant payment with a maximum \$1000.00 deductible.

**Section 3.**

This article terminates the use of any other temporary commercial agreement.

**Section 4.**

At the sole discretion of the Union, Pre-apprentices may be employed on industrial work when an Employer is bidding against non-union.

**Section 5.**

Pre-apprentices may not be used on Prevailing Wage Projects without a waiver from the applicable state authorizing the Employer the use of a sub-journey classification for the corresponding project. The Employer will provide the Union a copy of the waiver prior to employing a pre-apprentice on the project.

**ARTICLE XIII**

**FUNDS, TRUST FUNDS, AND CHECK-OFF DEDUCTIONS**

**Section 1.**

The Fund Trustees and/or Union, in behalf of the Apprenticeship Trust Fund, Vacation Fund, Annuity Trust Fund, Pension Trust Fund, Health & Welfare Trust Fund and Check-Off Deductions (to which payments are required to be made by the Employers under

this Agreement), may for the purpose of collecting any payments required to be made to such Funds, Trust Funds and/or Union including damages and cost, and for the purpose of enforcing rules of the Trustees and/or Union concerning the inspection and/or audit of payroll records, seek any appropriate legal, equitable and administrative relief. They shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.

**Section 2.**

Each Employer agrees to submit with their monthly training contributions, fund contributions, fringe benefit contributions and check-off deductions, the current standard monthly remittance reporting form as it is currently being used plus reporting each of the employee's hourly wage rate. The monthly remittance reporting form is to include all work weeks of the month. Work weeks of the month are all work weeks through the work week which includes the last Saturday of the month in it.

**Section 3.**

In the event a Central Depository for training contributions, fund contributions, fringe benefits contributions, check deductions, etc. is established, each employer agrees to make his contributions and check deductions to that Central Depository.

**ARTICLE XIV**  
**APPRENTICESHIP TRUST**

**Section 1. TRUST AGREEMENT**

The Trust Agreement dated August 14, 1975 which established said Northern Wisconsin Heat and Frost Insulators Joint Apprenticeship Trust as it may be amended from time to time shall govern the establishment, administration and operation of said Joint Apprenticeship Trust Fund and Joint Apprenticeship Committee.

The Employers and Union agree to abide by the terms and conditions of the above mentioned Trust Agreement and the rules

and regulations that are heretofore and hereafter adapted by the Trustees pursuant to such Trust Agreement.

## **Section 2. TRUSTEES**

The Northern Wisconsin Heat and Frost Insulators Joint Apprenticeship Trust Fund and Joint Apprenticeship Committee related hereto will be trustee by a Joint Board of Trustees. The Joint Board of Trustees will consist of three (3) Trustees from the Union and three (3) Trustees from the Employers. The duties of the Trustees shall be to safeguard the rights of Plan Participants and contributing Employers, and to administer the Trust Fund and Plan to the best of their ability, and to comply with state and federal laws.

## **Section 3. CONTRIBUTIONS**

During the life of this Agreement, each Employer shall contribute to the Northern Wisconsin Heat and Frost Insulators Joint Apprenticeship Trust Fund, for all employees, except preapprentices, performing any of the duties described in Article II of this Agreement, the appropriate contribution amount (see Appendix A) per hour for actual time worked. The Northern Wisconsin Heat and Frost Insulators Joint Apprenticeship Trust Fund will contribute \$.05 per hour for all contributed hours on the Employers' Monthly Remittance Form to the International Association of Heat and Frost Insulators and Asbestos Workers Insulation Industry International Apprenticeship Training Fund on a monthly basis and \$.02 per hour for all contribution hours will be deposited in a separate account to be solely used to fund the random drug program stated in Article XXI Alcohol & Drug Policy. The amount of the Employer contribution will be adjusted periodically by the Joint Apprenticeship Committee as they deem necessary. Contribution adjustments must be approved by both the Union and the Employers.

## **Section 4. PAYMENTS**

Payments to the Northern Wisconsin Heat and Frost Insulators Joint Apprenticeship Trust Fund are to be made at the end of each

month but not later than the twelfth (12th) day of the following month, after which the payments will be considered to be delinquent. Payments to the Trust Fund will be deposited in a savings account and transferred to a checking account as needed.

## **Section 5. DELINQUENT PAYMENTS**

In the event an Employer becomes delinquent in his payments to the Northern Wisconsin Heat and Frost Insulators Joint Apprenticeship Trust Fund, the Union will, at the Union's discretion, remove all employees, performing duties as described in Article II of this Agreement, from the delinquent Employer's job(s); and the delinquent Employer will be assessed, as liquidated damages, five percent (5%) of the delinquent payment, but not less than ten dollars (\$10.00), which amount shall become due and payable to the Trust at its principle office upon the day following the twelfth (12th) day of the month in which such delinquency occurred. These delinquent payments and liquidated damages shall be compounding on the day following the twelfth (12th) day of each successive month payment is not received. If the employees are removed from the delinquent Employer's job(s) by the Union, to enforce proven delinquent payments, including liquidated damages, the employees shall be paid by the delinquent Employer for all lost time at the base hourly wage rate plus fringe benefits to the extent otherwise payable.

## **Section 6. APPRENTICE AND IMPROVER SCHOOL WAGES**

The Employer will pay the Apprentice or Improver for time spent in school at the wage rate corresponding to the Apprentice's or Improver's year of apprenticeship or improvership. That wage rate will be as described in Article VIII - section 2 - APPRENTICE WAGES in this Agreement. The Apprentice or Improver will not receive any expense reimbursement while attending school. The Apprentice or Improver will not receive wages for school time missed, except as described in Article XIX - section 1 - CALL IN PAY of this Agreement. If the Apprentice or Improver is out of work for more than 30 days he or she will be unassigned. The Apprentice or Improver will not attend paid related training until assigned to a contractor.

**ARTICLE XV**  
**ANNUITY TRUST**

**Section 1. TRUST AGREEMENT**

The Trust Agreement dated January 1, 1988 which established said Insulators and Asbestos Workers Local No. 127 Annuity Trust as it may be amended from time to time shall govern the establishment, administration and operation of said Annuity Trust Fund and Annuity Plan. The Employers and Union agree to abide by the terms and conditions of the above mentioned Trust Agreement and the rules and regulations that are heretofore and hereafter adapted by the Trustees pursuant to such Trust Agreement.

**Section 2. TRUSTEES**

The Insulators and Asbestos Workers Local No. 127 Annuity Trust Fund and Plan related hereto will be trusteeed by a Joint Board of Trustees. The Joint Board of Trustees will consist of three (3) trustees from the Union and three (3) trustees from the Employers. The duties of the trustees shall be to safeguard the rights of Plan Participants and contributing Employers, and to administer the Trust Fund and Plan to the best of their ability, and to comply with state and federal laws.

**Section 3. CONTRIBUTIONS**

During the life of this Agreement, each Employer shall contribute to the Insulators and Asbestos Workers Local No. 127 Annuity Trust Fund, for all employees, except pre-apprentices, performing any of the duties described in Article II of this Agreement, the appropriate contribution amount (See Appendix A) per hour for actual time worked.

**Section 4. PAYMENTS**

Payments to the Insulators and Asbestos Workers Local No. 127 Annuity Trust Fund are to be made at the end of each month but not later than the twelfth (12th) day of the following month, after

which the payments will be considered to be delinquent.

**Section 5. DELINQUENT PAYMENTS**

In the event an Employer becomes delinquent in his payments to the Insulators and Asbestos Workers Local No. 127 Annuity Trust Fund, the Union will, at the Union's discretion, remove all employees, performing duties as described in Article II of this Agreement, from the delinquent Employer's job(s); and the delinquent Employer will be assessed, as liquidated damages, five percent (5%) of the delinquent payments, but not less than ten dollars (\$10.00), which amount shall become due and payable to the Trust at its principle office upon the day following the twelfth (12th) day of the month in which such delinquency occurred. These delinquent payments and liquidated damages shall be compounding on the day following the twelfth (12th) day of each successive month payment is not received. If the employees are removed from the delinquent Employer's job(s) by the Union to enforce proven delinquent payments, including liquidated damages, the employees shall be paid by the delinquent Employer for all lost time at the base hourly wage rate plus fringe benefits to the extent otherwise payable.

**ARTICLE XVI**  
**PENSION TRUST**

**Section 1. TRUST AGREEMENT**

The Trust Agreement dated August 1, 1965 which established said Insulators and Asbestos Workers Local No. 127 Pension Trust as it may be amended from time to time shall govern the establishment, administration and operation of said Pension Trust Fund and Pension Plan.

The Employers and Union agree to abide by the terms and conditions of the above mentioned Trust Agreement and the rules and regulations that are heretofore and hereafter adapted by the Trustees pursuant to such Trust Agreement.

**Section 2. TRUSTEES**

The Insulators and Asbestos Workers Local No. 127 Pension Trust Fund and Plan related hereto will be trusteeed by a Joint Board of Trustees. The Joint Board of Trustees will consist of three (3) trustees from the Union and three (3) trustees from the Employers. The duties of the trustees shall be to safeguard the rights of Plan Participants and contributing Employers, and to administer the Trust Fund and Plan to the best of their ability, and to comply with state and federal laws.

### **Section 3. CONTRIBUTIONS**

During the life of this Agreement, each Employer shall contribute to the Insulators and Asbestos Workers Local No. 127 Pension Trust Fund, for all employees, except pre-apprentices, performing any of the duties described in Article II of this Agreement, the appropriate contribution amount (See Appendix A) per hour for actual time worked.

### **Section 4. PAYMENTS**

Payments to the Insulators and Asbestos Workers Local No. 127 Pension Trust Fund are to be made at the end of each month but not later than the twelfth (12th) day of the following month, after which the payments will be considered to be delinquent.

### **Section 5. DELINQUENT PAYMENTS**

In the event an Employer becomes delinquent in his payments to the Insulators and Asbestos Workers Local No. 127 Pension Trust Fund, the Union will, at the Union's discretion, remove all employees, performing duties as described in Article II of this Agreement, from the delinquent Employer's job(s); and the delinquent Employer will be assessed, as liquidated damages, five percent (5%) of the delinquent payments, but not less than ten dollars (\$10.00), which amount shall become due and payable to the Trust at its principle office upon the day following the twelfth (12th) day of the month in which such delinquency occurred. These delinquent payments and liquidated damages shall be compounding on the day following the twelfth (12th) day of each successive month payment is not received.

If the employees are removed from the delinquent Employer's job(s) by the Union to enforce proven delinquent payments, including liquidated damages, the employees shall be paid by the delinquent Employer for all lost time at the base hourly wage rate plus fringe benefits to the extent otherwise payable.

## **ARTICLE XVII** **HEALTH AND WELFARE TRUST**

### **Section 1. TRUST AGREEMENT**

The Trust Agreement dated November 20, 1952 which established said Insulators and Asbestos Workers Locals No. 19 & 127 Health & Welfare Trust as it may be amended from time to time shall govern the establishment, administration and operation of said Health & Welfare Trust Fund and Health & Welfare Plan. The Employers and Union agree to abide by the terms and conditions of the above mentioned Trust Agreement and the rules and regulations that are heretofore and hereafter adapted by the Trustees pursuant to such Trust Agreement. During the life of this Agreement the Insulation Contractors' Association of Northern Wisconsin and Upper Michigan and the Insulators and Asbestos Workers Local No. 127 may, by mutual agreement in writing, change the Health & Welfare Fund and Plan to which the Employer will contribute.

### **Section 2. TRUSTEES**

The Insulators and Asbestos Workers Locals No. 19 & 127 Health and Welfare Trust Fund and Plan related hereto will be trusteeed by a Joint Board of Trustees. The Joint Board of Trustees will consist of three (3) trustees from the Unions and three (3) trustees from the Employers. The duties of the trustees shall be to safeguard the rights of Plan Participants and contributing Employers, and to administer the Trust Fund and Plan to the best of their ability, and to comply with state and federal laws.

### **Section 3. CONTRIBUTIONS**

During the life of this Agreement, each Employer shall contribute to the Insulators and Asbestos Workers Locals No. 19 & 127

Health & Welfare Trust Fund (or substituted Trust Fund), for all employees, except pre-apprentices whose Health and Welfare shall be provided in accordance with Article XII Section 2 of this agreement, performing any duties described in Article II of this Agreement, the appropriate contribution amount (See Appendix A), or any portion of the existing base wage the Union deems necessary, per hour for actual time worked.

#### **Section 4. PAYMENTS**

Payments to the Insulators and Asbestos Workers Locals No. 19 & 127 Health & Welfare Trust Fund (or substituted Trust Fund) are to be made at the end of each month but not later than the twelfth (12th) day of the following month, after which the payments will be considered to be delinquent.

#### **Section 5. DELINQUENT PAYMENTS**

In the event an Employer becomes delinquent in his payments to the Insulators and Asbestos Workers Locals No. 19 & 127 Health & Welfare Trust Fund (or substituted Trust Fund), the Union will, at the Union's discretion, remove all employees, performing duties as described in Article II of this Agreement, from the delinquent Employer's job(s); and the delinquent Employer will be assessed, as liquidated damages, five percent (5%) of the delinquent payments, but not less than ten dollars (\$10.00), which amount shall become due and payable to the Trust at its principle office upon the day following the twelfth (12th) day of the month in which such delinquency occurred. These delinquent payments and liquidated damages shall be compounding on the day following the twelfth (12th) day of each successive month payment is not received. If the employees are removed from the delinquent Employer's job(s) by the Union to enforce proven delinquent payments, including liquidated damages, the employees shall be paid by the delinquent Employer for all lost time at the base hourly wage rate plus fringe benefits to the extent otherwise payable.

### **ARTICLE XVIII** **INDUSTRY TRUST**

#### **Section 1. TRUST AGREEMENT**

The Trust Agreement dated July 15, 1989 which established said Insulation Contractors Association of Northern Wisconsin and Upper Michigan Industry Trust as it may be amended from time to time shall govern the establishment, administration and operation of said Industry Fund and Industry Plan. All amendments that are heretofore and hereafter adapted by the Trustees must be approved by the Insulators and Asbestos Workers Local 127. The Employers and Union agree to abide by the terms and conditions of the above mentioned Trust Agreement and the rules and regulations that are heretofore and hereafter adapted by the Trustees pursuant to such Trust Agreement.

#### **Section 2. TRUSTEES**

The Insulation Contractors Association of Northern Wisconsin and Upper Michigan Industry Trust Fund and Plan related hereto will be trusteeed by a Board of Contractor Association Trustees. The Board of Trustees will consist of two (2) trustees from the Employers.

The duties of the trustees shall be to safeguard the rights of Plan Participants and contributing Employers, and to administer the Trust Fund and Plan to the best of their ability, and to comply with state and federal laws.

#### **Section 3. CONTRIBUTIONS**

During the life of this Agreement, each Employer shall contribute to the Insulation Contractors Association of Northern Wisconsin and Upper Michigan Industry Trust Fund for all employees, except pre-apprentices, performing any of the duties described in Article II of this Agreement, the appropriate contribution amount (See Appendix A) per hour for actual time worked.

#### **Section 4. PAYMENTS**

Payments to the Insulation Contractors Association of Northern Wisconsin and Upper Michigan Industry Trust Fund are to be made at the end of each month, but not later than the twelfth

(12th) day of the following month.

### **Section 5. DELINQUENT PAYMENTS**

In the event an Employer becomes delinquent in his payments to the Insulation Contractors Association of Northern Wisconsin and Upper Michigan Industry Trust Fund the Union will, at the Union's discretion, remove all employees, performing duties as described in Article II of this Agreement, from the delinquent Employer's job(s); and the delinquent Employer will be assessed, as liquidated damages, five percent (5%) of the delinquent payments, but not less than ten dollars (\$10.00), which amount shall become due and payable to the Trust at its principle office upon the day following the twelfth (12) day of the month in which such delinquency occurred. These delinquent payments and liquidated damages shall be compounding on the day following the twelfth (12) day of each successive month payment is not received. If the employees are removed from the delinquent Employer's job(s) by the Union to enforce proven delinquent payments, including liquidated damages, the employees shall be paid by the delinquent Employer for all lost time at the base hourly wage rate plus fringe benefits to the extent otherwise payable.

## **ARTICLE XIX** **DUES CHECK-OFF**

### **Section 1. DEDUCTIONS**

It is agreed that the Employers will deduct from the wages of each permanent and temporary member of Insulators and Asbestos Workers Local No. 127 and Insulators and Asbestos Workers Travelers the appropriate deduction amount (See Appendix A), or any amount that is declared necessary from time to time, per week for union dues, for each week on which work is performed by such an employee for an Employer, provided the member executes a voluntary written authorization for that check-off and that authorization is presented to the Employer.

### **Section 2. PAYMENT**

Dues check-off deduction payments are to be made to the Insulators and Asbestos Workers Local No. 127 Financial Secretary as part of the employee's dues. Payments are to be made at the end of the month, but not later than the twelfth (12th) day of the following month, after which the payments will be considered to be delinquent.

### **Section 3. DELINQUENT PAYMENTS**

In the event an Employer becomes delinquent in his payments of the Insulators and Asbestos Workers Local No. 127 Dues Check Off Deductions, the Union will, at the Union's discretion, remove all employees, performing duties as described in Article II of this Agreement, from the delinquent Employer's job(s); and the delinquent Employer will be assessed, as liquidated damages, five percent (5%) of the delinquent payments, but not less than ten dollars (\$10.00), which amount shall become due and payable to the Union at its principle office upon the day following the twelfth (12th) day of the month in which such delinquency occurred. These delinquent payments and liquidated damages shall be compounding on the day following the twelfth (12th) day of each successive month payment is not received. If the employees are removed from the delinquent Employer's job(s) by the Union to enforce proven delinquent payments, including liquidated damages, the employees shall be paid by the delinquent Employer for all lost time at the base hourly wage rate plus fringe benefits to the extent otherwise payable.

## **ARTICLE XX** **JOB SECURITY & WORKING CONDITIONS**

### **Section 1. CALL IN PAY**

Any employee performing duties as described in Article II of this Agreement, who reports to work at the regularly specified starting time, and for whom no work is provided, shall receive two (2) hours pay at the base hourly wage rate plus fringe benefits to the extent otherwise payable.

### **Section 2. INCLEMENT WEATHER**

Any employee performing duties as described in Article II of this Agreement, who report to work when inclement weather prevails, and this inclement weather prevents the employee's employment on the job, shall receive two (2) hours pay at the base hourly wage rate plus fringe benefits to the extent otherwise payable. When employees are employed over five (5) hours on the job site and inclement weather prevents their further employment on the job they shall receive a full eight (8) hours pay at the base hourly wage rate plus fringe benefits to the extent otherwise payable.

### **Section 3. PICKET LINES**

It shall not be a violation of this agreement or cause for discipline for an employee to refuse to cross a lawful primary picket line or to work on a job site where a lockout is in place

### **Section 4. LOCKOUT, WORK STOPPAGE & WORK SLOWDOWNS**

The employers agree that there will be no lockout during the term of this Agreement, and the union agrees that there will be no complete or partial strike, picketing, slowdown, sit-down or other job action, or any conduct which might impede production during the term of this Agreement, except where either party fails to comply with an award of the Joint Trade Board or where the Union has removed Employer's employees for delinquent payments as described in this Agreement.

### **Section 5. UNION STEWARD**

It shall be the right of the members of the Union to have a "job steward" on any operation, when in the opinion of the Business Manager or Business Agent it is warranted. They shall be appointed by the Business Manager or Business Agent. They will make no official decisions, but will report any condition to the Business Manager or Business Agent which they feel are warranted and perform such other duties as are assigned by the Business Manager or Business Agent. All stewards shall be working stewards. Stewards may not be laid off while there are more than five (5)

employees performing duties as described in Article II of this Agreement, including the steward, working for the Employer on the job.

### **Section 6. WORK LIMITATIONS**

The Union agrees that there shall be no limitations or restrictions placed by the Union or the employees upon the individual working efforts of the employees or upon the tools, materials and equipment on and with which they are required to work.

### **Section 7. EMPLOYEE WORK ORDERS**

Transfer of men on the job site shall be done by the job foreman. The superintendent will give all instructions to the job foreman.

### **Section 8. JOB WORK ORDER**

The Employer shall furnish the Foreman or the employee in charge of the job a detailed written work order, giving the specifications that are to be followed in executing the work of the job. This work order shall take precedence over the architect.

## **ARTICLE XXI** **MISCELLANEOUS PROVISIONS**

### **Section 1. PAYROLL RECORDS**

The Business Agent and/or authorized representative of the Union shall have access to the Employer's payroll records of all employees performing duties as described in Article II of this Agreement, if the Union has reason to suspect that the provisions of this Agreement are not being complied with.

### **Section 2.**

No employee performing duties as described in Article II of this Agreement shall be required to work alone in an enclosed tunnel or crawl space that is less than five (5) feet in height

### **Section 3.**

The Employer agrees to furnish adequate facilities where practical for the storage and protection of the employee's tools and clothing.

#### **Section 4.**

The Union shall take all necessary action to cooperate with each Employer's efforts to comply with said Employer's equal opportunity and affirmative action obligations.

The Union and the Employer agree to abide by all Executive Orders and subsequent amendments thereto, regarding the Civil Rights Act of 1964, pertaining to non-discrimination in employment, in every respect.

#### **Section 5. HAND TOOLS**

Employees performing the duties as described in Article II of this Agreement shall furnish and maintain at the employee's expense a Journeyman's compliment of hand tools.

#### **Section 6. POWER TOOLS**

(a) The Employer shall furnish the jobs with all power tools and necessary safety equipment for the safe operation of these power tools.

(b) The Employee performing duties as described in Article II of this Agreement, issued power tools shall be held accountable for the loss or damage of the power tools due to the employee's gross negligence.

#### **Section 7. FAVORED NATIONS CLAUSE**

(a) It is agreed that if, during the life of this Agreement, should the Union grant a more favorable agreement to any Employer, then such more favorable terms shall be available to all Employers. Such more favorable terms shall be limited to wages, expense reimbursement and travel time provisions, hours and working conditions.

(b) In cases where Building Trades Councils have agreed to sign a Project Agreement with more favorable terms on a particular project, this Project Agreement would also be available to all Employers for this particular project only.

(c) The Union agrees that it will notify the Insulation Contractors Association of Northern Wisconsin and Upper Michigan and all Independent Insulation Contractors in Local 127's jurisdiction of any concessions of more favorable terms as described in (a) of this section.

(d) This section 7 will not apply when the Union grants more favorable terms for one year for each newly organized contractor.

#### **Section 8. EMPLOYERS PAYMENT BOND**

(a) Each Employer performing work covered by this Agreement agrees to deposit with the Union a Cash Deposit, Surety Bond or Irrevocable Letter of Credit in the face amount of ten thousand dollars (\$10,000). Any such Cash Deposit, Surety Bond or Irrevocable Letter of Credit shall assure the payments to all Training Funds, Fringe Benefits Funds and Check-Off Deductions payable under this Agreement.

(b) Upon request, the Union will make available for inspection all Cash Deposits, Surety Bonds and Irrevocable Letters of Credit listed in Section (8)(a) to the Insulation Contractors' Association of Northern Wisconsin and Upper Michigan.

### **ARTICLE XXII** **ALCOHOL & DRUG POLICY**

#### **Section 1. POLICY STATEMENT**

The parties recognize the problems created by alcohol and drug abuse and the need to develop prevention and treatment programs. The Employers and the Union are committed to protect people and property and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug-free, alcohol-free, safe and healthy work environment for all

employees.

## **Section 2. DEFINITION**

A. Company: The term "Company" refers to an employer who is party to, or bound by the terms of, a Collective Bargaining Agreement with the International Association of Heat and Frost Insulators and Asbestos Workers or a Local Union affiliated with the International Association of Heat and Frost Insulators and Asbestos Workers.

B. Company Premises: The term "Company Premises" refers to the construction job site for which the company has responsibility, as well as, all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned by the company.

C. Prohibited Substances: The term "Prohibited Substances" refers to any drug the possession of which is prohibited by law.

D. Employee: The term "Employee" refers to a person employed by the company and represented by the Union.

E. Accident: The term "Accident" refers to injury to a person, or damage to property, to which an employee's conduct contributed directly or indirectly.

F. Reasonable Cause: The term "Reasonable Cause" refers to erratic behavior such as noticeable imbalance, incoherence, and disorientation, or other incidents or circumstances that would lead one reasonably to conclude that an individual was impaired by drugs or alcohol.

G. Union: The term "Union" refers to the labor organization that represents the employees employed by the company.

## **Section 3. CONFIDENTIALITY**

A. All parties to this program have only the interest of the employees in mind, and therefore encourage any employee with a substance abuse problem to come forward and voluntarily accept

the assistance of the parties in combating the problem. An employee assistance program will provide guidance and protection for such an employee during the period of recovery. If an employee volunteers for help, the company will make every reasonable effort to return the employee to work upon recovery. The company will also ensure that information regarding the substance abuse problem of any employee that volunteers for help will remain confidential.

B. All action taken and information obtained pursuant to this policy will remain confidential. Such information will not be disclosed to anyone outside the company. All test results and related records must be kept confidential. The laboratory or other facility conducting a test for the presence of illegal drugs or alcohol shall not reveal any information to anyone other than the company, the union and the employee and shall not reveal to the company or the union any information unrelated to determining whether the tested employee was impaired by illegal drugs or alcohol.

C. When a test is required, the specimen will be identified by a code number, not by a name, to ensure confidentiality of the donor. Each specimen container will be properly labeled and made tamper-proof. The donor must witness this procedure.

## **Section 4. RULES, DISCIPLINARY ACTION, AND GRIEVANCE PROCEDURES**

A. Rules: Each employee must report to work in a physical condition that will enable him or her to perform his or her job in a safe and efficient manner. Employees shall not use, possess, dispense, or receive prohibited substances or use, dispense, or receive alcoholic beverages on or at the job site.

B. Discipline: When the company has reasonable cause to believe that an employee is impaired by a prohibited substance or by an alcoholic beverage, the employee may be suspended, for reasons of safety, until test results are available. If no test results are received after three (3) working days, the employee, if available shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated

with back pay. In all other cases:

- 1) Applicants testing positive for prohibited substances will not be hired.
- 2) Employees who have not volunteered for an employee assistance program and who test positive will be subject to termination.
- 3) If reasonable cause exists, an employee must submit to a drug and alcohol test, if the company requests him or her to do so, an employee who refuses to do so will be subject to termination.
- 4) Employees found in possession of prohibited substances will be subject to termination.
- 5) Employees found selling or distributing drugs will be subject to termination.
- 6) Employees found to be under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

C. Prescription Drugs: Employees using prescription medication that may impair the performance of job duties, by effecting either mental or motor functions, must immediately inform their supervisors of such prescription drug use. For the safety of all employees, the company will consult with the employee and his or her physician to determine if a reassignment of duties is necessary. The company will attempt to accommodate the need of the employee by making an appropriate assignment. If, however, a reassignment is not possible, the employee will be placed on temporary medical leave until determined to be fit for duty by the prescribing physician.

D. Grievances: All aspects of this program will be subject to the grievance and arbitration procedure of the applicable Collective Bargaining Agreement between the union and the company.

## **Section 5. DRUG AND ALCOHOL TESTING**

A. The company and the union agree that the employees may be required to submit to drug and alcohol testing under the following circumstances:

- 1) The company may require job applicants to submit to a drug and alcohol test.
- 2) The company may require an employee to submit to a drug and alcohol test if a supervisor has reasonable cause to believe that the employee is impaired at work by a prohibited substance or an alcoholic beverage.
- 3) The company may require an employee to submit to a drug and alcohol test if the employee is involved in a workplace accident.
- 4) The company may require an employee to submit to a drug and alcohol test for a two-year period as part of a follow-up to counseling or rehabilitation for substance abuse.

B. Drug and alcohol testing will be conducted by an independent laboratory accredited by the National Institute on Drug Abuse or the College of American Pathology.

C. A test will be considered positive for a drug if the level detected meets or exceeds the cutoff level established for that drug by the Mandatory Guidelines for Federal Workplace Drug Testing Programs. A test will be considered positive for alcohol if it shows a blood alcohol level that is sufficient to demonstrate alcohol intoxication under applicable state law.

D. Urine samples shall be separated into two containers at the time of donation. One portion of the original urine sample shall be kept secure and chemically stable and made available for verification of laboratory testing. An employee who's urine sample produces a positive result shall have the right to have his or her sample retested, at his or her expense, at an accredited laboratory of his or her

choice. If the retesting produces a negative result, the result of the initial test shall be deemed negative as well.

E. The handling and transportation of each specimen will be documented in a manner that properly established the chain of custody.

F. Any initially positive result will be confirmed by a gas chromatography mass spectrometry (GC/MS) test. Unless an initial positive result is confirmed by a GC/MS test, it shall be deemed negative and reported as such by the laboratory or other testing facility.

G. All employees will have the right to discuss and explain the results of their tests with an appropriate representative of the company, including the right to advise the company of any medication prescribed by a physician, or of any other circumstances, that may have affected the test results.

H. No employee shall be required to sign any waiver forfeiting any rights or limiting the liability of the company, the owner, or any other person or entity connected with the performance of drug or alcohol tests.

I. The company will bear all costs of all testing procedures.

#### **Section 6. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM**

A. Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies the company that he or she may have a substance abuse problem, the company will assist in locating a suitable employees assistance program for treatment and will counsel the employee regarding the medical benefits available under the health and welfare fund established by the Collective Bargaining Agreement.

B. If treatment necessitates time away from work, the company

shall provide for the employee an unpaid leave of absence to permit participation in an agreed-upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his or her former employment status, if work for which he or she qualifies exists.

C. Employees returning to work after successfully completing the rehabilitation program may be required to submit to drug tests, without prior notice, for a period of two years. A positive result on such a test may lead to discipline as described in this program.

#### **Section 7. DISCRIMINATION**

This program will be applied only to accomplish the policy set forth in Section 1 and will not be used to discriminate against or harass any employee.

#### **Section 8. RANDOM DRUG PROGRAM**

A Random Drug Program will become part of this agreement.

#### **Section 9.**

The Random Drug Program will be funded through the Employer's contribution to the Apprenticeship Fund.

#### **Section 10.**

Upon agreement of the Union and Employers of an acceptable program and upon implementation of the program, the agreed upon program will replace any other program stipulated in this agreement.

### **ARTICLE XXIII** **SAFETY**

#### **Section 1.**

The Employer agrees to provide such equipment as OSHA deems

necessary to protect the health of the employees, such as goggles, hard hats, etc. Such company-owned items shall be returned to the Employer upon layoff or termination of employment. Such things as hand cleaner, solvent and respirators will be furnished.

**Section 2.**

The Union agrees to provide safety training for Union members that is required by Owners to work on their facilities but shall not be held responsible or liable for any act by a Union member that is determined to be unsafe. The Union does not assume the employer's obligation to provide employees with a safe workplace.

**Section 3.**

Mandatory safety training for OSHA compliancy will be provided by the Union within 6 months of an individual becoming a member of Local 127.

**ARTICLE XXIV**

**HEAT AND FROST INSULATORS AND ASBESTOS WORKERS  
LABOR-MANAGEMENT COOPERATIVE TRUST**

**Section 1.**

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

For each hour worked or portion thereof, for which an employee works, the Employer shall make a contribution of five cents (.05) to the LMCT. These funds will be sent to the LMCT on a monthly basis via the Local Union Financial Secretary Monthly Financial Report.

For the purpose of this Article, each hour worked, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours worked for which contributions are payable.

Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, insulation workers, firestop workers, and hazardous workers in the following classification: journeymen, apprentices, helpers, trainees, and probationary employees.

The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the LMCT.

**Section 2,**

The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.

**Section 3.**

All contributions shall be made at such times and in such manner as the Trustees require: and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust. The Trust receives contributions from Employers and Participating Local Labor-Management Cooperative Funds. Each Employer shall contribute to the Trust in the amount required by the Collective Bargaining Agreement between the Union and the Employer. The rate of contribution shall at all times be governed by the Collective Bargaining Agreement then in force and effect, together with any amendments, supplements or modifications thereto. Each Participating Local Labor-Management Cooperative Fund shall contribute to the Trust in the amount required by the participation agreement. The rate of contributions shall at all times be governed by the aforesaid participation agreement then in effect, together with any amendments, supplements or modifications thereto. All contributions shall be made effective as required by the Collective Bargaining Agreement and shall continue to be paid as long as the Employer is so obligated pursuant to the Collective Bargaining Agreement.

**Section 4.**

If an Employer fails to make contributions to the Labor-Management Cooperative Trust within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties and interest as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause, which may be provided or set forth elsewhere in this Agreement.

**ARTICLE XXV**  
**SEPARABILITY CLAUSE**

**Section 1.**

Any portion of this Agreement found to be in violation of existing federal or state law shall become inoperative and the balance of the Agreement, as such continue in full force and effect until date of expiration.

**ARTICLE XXVI**  
**RENEWAL OF AGREEMENT**

**Section 1.**

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

**Section 2.**

It is mutually agreed The Insulation Contractors' Association of Northern Wisconsin and Upper Michigan and The International Association of Heat and Frost Insulators and Asbestos Workers Local 127 will meet in March of 2020 to start negotiations for a

June 1, 2020 Collective Bargaining Agreement.

**ARTICLE XXVII**  
**DURATION OF AGREEMENT**

**Section 1.**

This Joint Trade Agreement shall be binding upon the parties, their successors and assignees and shall become effective as of May 27th of 2012, and shall continue in full force and effect until its expiration of May 31st of 2020, and during which time neither party to it shall continue to enforce or create any rule or bylaw conflicting with its provisions.

**SCALE OF WAGES and WORKING AGREEMENT**  
**between**  
**INTERNATIONAL ASSOCIATION OF HEAT AND FROST**  
**INSULATORS AND ASBESTOS WORKERS LOCAL NO. 127**  
**and**  
**INSULATION CONTRACTORS' ASSOCIATION OF NORTHERN**  
**WISCONSIN AND UPPER MICHIGAN**  
**May 27, 2012 – May 31, 2020**

INSULATION CONTRACTORS' ASSOCIATION OF NORTHERN  
WISCONSIN & UPPER MICHIGAN

By:

By:

INTERNATIONAL ASSOCIATION OF HEAT AND FROST  
INSULATORS & ASBESTOS WORKERS LOCAL NO. 127

By:

By:

INDEPENDENT CONTRACTOR

Company:

(Name)

(Address)

(City) (State) (Zip)

By:

(Representative) (Date)

INTERNATIONAL ASSOCIATION OF HEAT AND FROST  
INSULATORS & ASBESTOS WORKERS LOCAL 127

By:

(Local 127 Business Manager) (Date)

**MEMORANDUM OF UNDERSTANDING**

1. This Memorandum of Understanding made and entered in this August 31st of 2001 is by and between the Insulation Contractors' Association of Northern Wisconsin and Upper Michigan and Vicinity (hereinafter called the "Employers") and the International Association of Heat and Frost Insulators and Asbestos Workers Local Union No. 127 of Appleton, Green Bay, and Wausau, Wisconsin (hereinafter called the "Union").

2. The purpose of this Memorandum of Understanding is to give explanation to the Scale of Wages and Working Agreement between the International Association of Heat and Frost Insulators and Asbestos Workers Local No. 127 and the Insulation Contractors' Association of Northern Wisconsin and Upper Michigan made and entered into the 31st day of August 2001 (hereinafter called the "Collective Bargaining Agreement") and any successor collective bargaining agreements.

3. It will not be a violation of Article VI Section 1. Hiring Hall Clause of the Collective Bargaining Agreement for the Union to refuse for a period of thirty (30) days for the first offense, sixty (60) days for the second offense or one hundred eighty (180) days for the third offense to provide a list of all qualified Journeyman Mechanics and Apprentices available for referral to Employers who violate Article VI Section 2. Hiring Notice and/or Article VI Section 3. Termination Notice of the Collective Bargaining Agreement.

INSULATION CONTRACTORS' ASSOCIATION OF NORTHERN  
WISCONSIN &  
UPPER MICHIGAN

By:

By:

INTERNATIONAL ASSOCIATION OF HEAT AND FROST  
INSULATORS &  
ASBESTOS WORKERS LOCAL NO. 127

By:

By:

INDEPENDENT CONTRACTOR

Company:

(Name)

(Address)

(City) (State) (Zip)

By:

(Representative) (Date)

INTERNATIONAL ASSOCIATION OF HEAT AND FROST  
INSULATORS &  
ASBESTOS WORKERS LOCAL 127

By:

(Local 127 Business Manager) (Date)