

FIRESTOP AGREEMENT 2022 - 2025



**Western Insulation Contractors Associations
of Oregon and Southwest Washington**

&

**International Association of
Heat and Frost Insulators and Allied Workers
Local Union No. 36**

March 27, 2022 - March 30, 2025

THE FIRESTOP AGREEMENT

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ARTICLE I | DURATION AND TERMINATION

- 1.1 This Agreement shall be in full force and effective from **March 27, 2022**, to and including **March 30, 2025**, 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 and at least sixty (60) days prior to date of expiration.
- 1.2 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 March 30, 2025, or March 31 of any subsequent contract year, advising that such party desires to revise or change terms or conditions of this Agreement.
- 1.3 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.

ARTICLE II | TERRITORIAL JURISDICTION

- 2.1 It is agreed that the provisions of this Agreement shall be binding on the Employer, and the Heat and Frost Insulators and Allied Workers, Local Union 36, and each Employee represented within the entire State of Oregon and all its counties, and in the State of Washington to include the following counties in their entirety: Clark, Cowlitz, Klickitat, Skamania and Wahkiakum.

ARTICLE III | WORK COVERED

- 3.1 This Agreement covers the rates of pay, hours and other terms and conditions of employment for Firestop / Containment Journeyman and Apprentices engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing, and maintenance of the following, when applied by machine or other application methods of all firestopping materials including, but not limited to: intumescent firestop sealant, intumescent firestop blocks, intumescent coatings, elastomeric firestop sealant, self-leveling firestop sealant, trowelable firestop compound,

firestop collars, fire rated pathway devices, composite sheets, putty pads, fire containment pillows, wrap strips, putty sticks, firestop mortar, firestop mastic, refractory or other materials used in connection with labor, and to include other fire protection materials such as boots and cable coatings which are connected with the handling or distribution of the above insulating materials, or the repair and maintenance of all equipment on job premises. The types of work shall include but not be limited to: top of wall, curtain wall, fire rated wall penetrations, circuit protection stairwell pressurization caulking systems, beam, column, deck and structural fireproofing, application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies in order to prevent the passage of fire, smoke, or other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, and sealing of penetrating items and blank openings; Insulated and uninsulated mechanical piping penetrations, fire rated seismic joints and weather sealing exterior mechanical and electrical penetrations.

ARTICLE IV | HIRING ARRANGEMENT

- 4.1 It is mutually agreed, understood, and acknowledged that the Heat and Frost Insulators and Allied Workers, Local 36, are the sole and exclusive bargaining representatives of the Firestop/Containment Worker Employees covered by this Agreement. Upon the Union's request for recognition as majority representative, the Employers verified the evidence presented by the Union demonstrating that the Union represents an uncoerced majority of the Employer's Firestop/Containment Worker 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.
- 4.2 The Employer shall first call upon the Union for such workers as they may from time to time need, and the Union shall immediately use its best efforts to furnish to the Employer the required number of qualified and competent Firestop/Containment Workers needed. Reasonable advance notice (but not less than twenty-four (24) hours) will be given by the Employer to the Union upon ordering Apprentices or

Journeyman, and in the event that forty-eight (48) hours after such notice (fax or email) the Union is not able to furnish workers, the Employer may procure workers from any other source. If workers are to be so employed, the Employer will immediately refer said workers to the Union Hiring Hall for a referral.

- 4.3 Each Employer recognizes the Union's desire to retain all work regularly performed for the Employers, and the Union recognizes the Employers need to maintain an efficient operation. Therefore, each Employer will continue to use bargaining unit Employees and shall not subcontract job site work described in ARTICLE III- WORK COVERED, that has been traditionally and regularly performed by its Employees. The Employer also agrees not to assign job site work regularly performed under this Agreement to other building trade crafts. The Employer further agrees that application of all new Firestop/Containment Work covered under ARTICLE III-WORK COVERED, which may be replaced for, or in addition to, material now being used, is the legitimate claim of Heat and Frost Insulators and Allied Workers, Local 36.
- 4.4 Parties recognize and agree that the discrimination against, and the harassment of, an individual because of their gender, race, religion, age, national origin, disability, and/or other state or federally protected class, is averse to the interest of both the Union and the Employer. The parties, therefore, jointly declare such harassment in any form is strictly prohibited and constitutes grounds for discipline which may include, but is not limited to probation, suspension, and/or termination.

ARTICLE V | PORTABILITY OF MANPOWER

- 5.1 Any Employer signatory to this Agreement shall have the right to move Employees across local geographical boundaries of Local 7 or 36 on an as needed basis, provided the Employer notifies the affected Local prior to the commencement of work. In cases of emergency, notification will be given in a timely manner.

ARTICLE VI | HOURS OF WORK

- 6.1 The “regular” workday shall be eight (8) hours between 6:00 a.m. and 4:30 pm except as provided in ARTICLE VIII – SHIFT WORK. The Employer may establish a ten (10) hour shift for a minimum of any four (4) consecutive scheduled workdays, Monday through Friday. There shall be a fifteen (15) minute break during each four (4) hour work period, which shall be paid. Such breaks are to be taken at the place of work, except where the conditions of the place of work are too dirty, unsafe, or unhealthy to permit breaks, the breaks then may be taken away from the place of work.
- 6.2 In the event a Worker is directed by the Employer to report to the job or shop and no work is available due to an “Act of God,” no show up time will be paid. If directed to a job or shop and there is a lack of work, four (4) hours of show up time will be paid.

ARTICLE VII | OVERTIME AND HOLIDAYS

- 7.1 All labor in excess of the “regular” workday, on Saturdays or Sundays, and observed holidays, shall be known as overtime. Overtime shall be paid at the rate of time and one-half (1 ½ times the straight time wage rate) for hours in excess of the “regular” workday and on Saturdays. All other overtime in excess of ten (10) hours per day, Sunday, and observed Holidays, shall be paid at the rate of double time (2 times the straight time wage rate).
- 7.2 **The observed holidays are:**

New Year’s Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Labor Day	Christmas Day
- 7.3 Holidays that fall on Saturday shall be observed on the preceding Friday. Holidays that fall on Sunday, shall be observed on the following Monday.
- 7.4 All hours worked on Labor Day shall be paid at the straight time rate of three (3) times the hourly wage rate.

ARTICLE VIII | SHIFT WORK

8.1 Shift work shall be permitted on the following basis:

- 8.1(a) Normal day shift shall be known as No. 1 shift, or primary shift. The No. 1 shift must be worked between the hours of 6:00 a.m. to 4:00 p.m. The second, or swing shift, shall be known as No. 2 shift. The No. 2 shift must be worked between the hours of 4:00 p.m. to 1:00 a.m. The third, or graveyard, shift shall be known as the No. 3 shift. The No. 3 shift must be worked between the hours of 12:00 midnight to 8:00 a.m.
- 8.1(b) All No. 2 or No. 3 shifts worked for one (1), two (2) or three (3) consecutive days will be paid at applicable overtime rates. A fifteen percent (15%) shift differential is paid at four (4) consecutive days or more.
- 8.1(c) All No. 2 and No. 3 shifts will be worked at a fifteen percent (15%) differential over the regular hourly rate.
- 8.1(d) No. 1 shift shall be an eight and one-half (8½) hour period, less thirty (30) minutes for a meal on the employees' time. Pay for a full shift period shall be a sum equivalent to eight (8) times the regular hourly rate.
- 8.1(e) No. 2 shift shall be an eight (8) hour period, less thirty (30) minutes for a meal on the employees' time. Pay for a full shift period shall be a sum equivalent to eight (8) times the regular hourly rate, plus fifteen percent (15%).
- 8.1(f) No. 3 shift shall be a seven and one-half (7½) hour period, less thirty (30) minutes for a meal on employees' time. Pay for a full shift period shall be a sum equivalent to eight (8) times the regular hourly rate, plus fifteen percent (15%).
- 8.1(g) Hours worked in excess of a full shift period shall be paid in accordance with ARTICLE VII - OVERTIME AND HOLIDAYS. Overtime is to be calculated on the shift rate plus differential.

ARTICLE IX | WAGES

9.1 The Employer agrees to pay Employees represented by this Agreement (at a minimum) based on the following rates:

9.1(a) **JOURNEYMEN MECHANICS**

Effective Date:

March 27, 2022

FRINGES:

Base Wage	\$42.38	IAP Fund	\$4.55
Forman	\$44.55	H&W	\$10.43
General Forman	\$46.72	HRA	\$0.50
		Appr. Fund	\$1.20
		OHH	\$0.01
		Industry Fund	\$0.17
		LMCT Fund	\$0.05
		FS US Fund	\$1.00
		TOTAL	\$17.91

WAGE INCREASES:

\$3.00 First year:	MARCH 27, 2022 thru MARCH 26, 2023
\$2.75 Second year	MARCH 27, 2023 thru MARCH 24, 2024
\$2.75 Third year:	MARCH 25, 2024 thru MARCH 30, 2025

9.2 Dues check-off is 4% of the total package. The total package is outlined in the wage addendums to this Agreement showing allocation of wages and benefits. The increase to the base wage is listed above.

9.3 **Journeyman 1** shall be identified as an Employee that either has been placed or has advanced through the program as a Firestop/Containment Worker. Fringe benefits for all classifications are to be reported to the applicable Local 36 or Local 7 Health and Welfare Trust and Western States Pension.

9.4 **Journeyman 2** shall be identified as an Employee who is a recognized bargaining unit member of the Heat and Frost Insulators and Allied Workers Master Agreement holding a Journeyman card. All fringe benefits for this classification of worker will be remitted per the Master Agreement of the applicable Union in which membership is held.

- 9.5 A **Working** Foreman which shall be a Journeyman Firestop/Containment Worker, is required on all jobs where three (3) or more Firestop/Containment Workers are used. The Foreman scale shall be five percent (5%) per hour above the Journeyman Firestop/Containment Worker's scale.
- 9.6 A **Working** General Foreman, which shall be a Journeyman Firestop Containment Worker, is required on all jobs where seven (7) or more Firestop/Containment Workers are used. The General Forman scale shall be ten percent (10%) an hour above Journeyman Firestop/Containment Worker's scale.
- 9.7 Payment of all wages and expenses shall be weekly on the job, at the office, by mail or direct deposit from the shop on the day designated by the shop as payday, which shall not be more than three (3) days after the end of the workweek. All paystubs will show Employee deductions. The method of delivery shall be determined by the Employee. If the Employee chooses to pick up their paycheck at the office and does not pick it up by the third (3rd) day after the end of the workweek, the Employer shall mail the paycheck postmarked by midnight of the third (3rd) day after the end of the workweek. The penalty for late paychecks will be eight (8) hours pay for every twenty-four (24) hour period the paycheck is late. It shall be the responsibility of the Employee to notify the Employer and the Union of late paychecks; At that time the late pay penalty will begin. The Employer will be given 24 hours to rectify the late check before the penalty begins. If the check is late due to circumstances beyond the control of the Employer, the penalty will not be assessed.

ARTICLE X | TRAINING

- 10.1 The Employers and the Union agree to participate in the "Professional Craftsman Code of Conduct" (PCCC) or the "Standard for Excellence", whichever is applicable. Each Local will be responsible to provide the necessary training for Firestop/Containment Members, Journeyman and Apprentices.
- 10.2 All work is to be performed in a craftsmanship like manner according to UL and/or NRTL listed systems.

- 10.3 Labor and Management are committed to continuing Journeyman training and the lifelong learning process. As such, the following shall apply:
- 10.3(a) Every Journeyman beginning April 1, 2018, shall be required to take Continuing Education annually. Pre-approved training will be provided through the Training Trusts. Training from other Heat and Frost Insulators and Allied Workers programs shall not be automatically recognized and must be approved in advance by the Labor Committee. The following requirements must be satisfied:
- 10.3(b) A minimum of one (1) skill class (eight (8) hours minimum) directly related to the ARTICLE III-WORK COVERED of this Agreement must be taken annually.
- 10.4 The time frame in which to satisfy the annual requirements for the next year shall be from April 1st through March 31st. Training must be taken before March 1st, 2023, for eligibility on March 27th, 2023, and by March 1st for April 1st eligibility each year thereafter.
- 10.5 Journeymen must fulfill their Continuing Education requirements annually to be eligible for any April 1st wage increase. If they have not fulfilled their requirements, they will receive the expiring Journeyman hourly wage until such time as they meet the requirements to receive their increase. This section shall not apply to non-taxable benefits.
- 10.6 Upon written confirmation from the applicable training program of a Journeyman's fulfillment of the Continuing Education requirements, subsequent to the March 1st deadline, the affected Journeyman will be re-dispatched at the full Journeyman wage rate beginning the first day of the month following completion of the requirement.
- 10.6(a) The Employer may not provide Journeymen wage increases if they have not fulfilled their mandatory Continuing Education requirement.
- 10.6(b) The Employer will remit to the Training Trust each month an additional amount equal to the wage increase withheld per hour from each Journeyman not eligible that month for their wage increase. The Labor Committee will have authority to resolve all

issues pertaining to the mandatory Continuing Education Program. Should the question of appropriateness of content arise it shall be referred to the Labor Committee for resolution.

ARTICLE XI | APPRENTICE-JOURNEYMAN RATIO

11.1 The Local will work towards the ratio established for its State Apprenticeship Standards.

ARTICLE XII | OPTION CLAUSE

12.1 At the option of the Union, any part of the negotiated base wage package may be used for an increased contribution to Health and Welfare, Pensions, Union Dues, Occupational Health, HRA, Apprenticeship, or other applicable trust upon approval.

12.2 At the option of WICA-OSW, any dollar amount may be added or removed from the Industry Fund at the financial burden of the Employer.

ARTICLE XIII | TOOL LANGUAGE

13.1 Employees shall be responsible for obtaining and maintaining the “hand tools” that apply to their trade for the benefit of their Employer and the Union during the workday. (See Firestop Employee Required Tool List).

13.2 Employers shall furnish its Employees, when required, with all “major tools” to include:

- Air or electrically powered caulking pumps/guns
- Spray equipment
- Power tools
- The Employer will provide all necessary safety equipment to ensure work is performed in a safe manner, and in compliance with all local, state, and federal regulations i.e.:

- Hardhat
- Harness
- Safety glasses
- Hand and tool cleaning supplies
- Gloves
- Task Lighting
- All jobsite specific PPE

13.3 The Employee shall be held responsible and accountable for tools furnished by the Employer, provided adequate storage, which may be locked for safekeeping, is furnished by the Employer. The Employer will be responsible for the replacement of any tools that are stolen when safekeeping is provided.

13.4 It shall be a violation of this Agreement for an Employer, or its authorized representative to order an Employee to transport firestop materials that exceed the confines of one (1) standard five (5) gallon bucket or for an Employee to agree to transport material that exceeds this limit in their privately-owned vehicle.

13.5 It will be the responsibility of the Employee to provide the following tools:

- | | |
|-------------------------------|---------------------|
| • Pens, Pencils, Markers | • Notepad |
| • Head Lamp and/or Flashlight | • Bread Knife |
| • Spatulas of Various Sizes | • Tin Snips/ Shears |
| • Knife Sharpening Device | • Razor Knife |
| • Multiheaded Screwdriver | • Tape Measure |
| • Keyhole Saw | • Tool Bag |

ARTICLE XIV | JOINT TRADE BOARD/JOINT HIRING COMMITTEES

14.1 A Joint Trade Board shall be established immediately upon execution of this Agreement, the same to consist of four (4)-Employer Members, to be appointed by the Western Insulation Contractors Association (WICA) of Oregon and Southwest Washington, and four (4) Employee Members, to be appointed by the Union.

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

- 14.3 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.
- 14.4 Regular meetings shall be held semi- annually, in January and July.
- 14.5 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.
- 14.6 Eight (8) Members shall constitute a quorum, four (4) from each side. Neither side, whether Employer or Union, shall cast more votes than the other.
- 14.7 All matters shall be decided by majority vote.
- 14.8 Voting upon all questions involving a violation of this Agreement shall be by secret ballot.
- 14.9 The Joint Trade Board shall have the following powers:
- 14.9(a) To hear and adjust disputes between the Union and the Western Insulation Contractors Association (WICA) of Oregon and Southwest Washington, 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. Any such difference shall be resolved without stoppage of work in the following manner:
- 14.9(b) The Job Steward or Business Manager of the Union shall first discuss the difference with the individual Employer or their authorized representative in an effort to resolve the matter. If the difference is not resolved, the aggrieved party must submit the matter complained of, in writing to the other party within seven (7) regular workdays of its occurrence. Both parties shall have

seven (7) working days after the written notice to negotiate a settlement before the matter is referred to the Joint Trade Board. If the matter is not referred to the Joint Trade Board within seven (7) working days of the written notice, it shall be considered as dropped.

- 14.9(c) When a matter has been referred to the Joint Trade Board, it shall meet within five (5) regular workdays to consider the difference. If the difference is not resolved by the Committee within ten (10) regular workdays 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 workdays following the referral of the dispute to the Joint Trade Board.
- 14.9(d) When a matter is referred to an impartial arbitrator, two (2) Members of the Joint Trade Board, one representing the Employers and one representing the Union, should the notice invoking the arbitration procedure, shall select an arbitrator. In the event the two (2) representatives cannot agree upon an arbitrator, a list of five (5) arbitrators shall be obtained from the Federal Mediation and Conciliation Service. One (1) name at a time shall be removed from the list so obtained, by the Union representative and by the Employer representative, in turn until only one (1) name remains, who shall serve as the arbitrator.
- 14.9(e) The arbitrator shall proceed immediately to hear the dispute and promptly to render a decision in the matter. They shall only have the authority to interpret and 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.
- 14.9(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.

- 14.10 The time limits specified in ARTICLE XIV- JOINT TRADE BOARD/JOINT HIRING COMMITTEES shall be strictly observed and may be extended only with the mutual consent of the parties to the grievance.
- 14.11 The Board shall hear and adjust grievances of Employees and Applicants for employment as are made referable to it under ARTICLE IV- HIRING ARRANGEMENT.
- 14.12 Semi- annually the Board shall investigate and explore the problems of the firestop industry, make reports and recommendations concerning the same, establish uniformly high standards of workmanship and service to the public, and generally promote the good of the industry.
- 14.13 The Board may examine any party to this Agreement, and in any proceeding brought under ARTICLE XIV- JOINT TRADE BOARD/JOINT HIRING COMMITTEES, compel the attendance of witnesses.

DISPUTE SETTLEMENT PROCEDURES

Jurisdictional Disputes

- 14.14 During the term of this Agreement there shall be no stoppage of work or slow down arising out of any jurisdictional dispute.
- 14.15 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.," as well as 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 II- TERRITORIAL JURISDICTION, of this Agreement.
- 14.16 A file will be kept of all International Agreements on jurisdictional awards.
- 14.17 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 Allied Workers and a representative of another International Union.

Strikes and Lockouts

- 14.18 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 arrangement 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

- 14.19 It is not a violation of this Agreement, and it shall not be cause of discharge, discipline, or permanent replacement, for a Heat and Frost Insulator and Allied 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 Heat and Frost Insulators and Allied Workers to respect or refuse to work behind a primary picket line.
- 14.20 An Employer, who is party to this Agreement, shall not subcontract, or otherwise transfer, in whole or in part, any job site Heat and Frost Insulator's and Allied Workers 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 Heat and Frost Insulators' and Allied Workers work. "Job site," refers to the place where construction, alteration, painting, repair of a building, structure, or other work occurs. 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 Multnomah County, Oregon. No economic action shall be permitted.

- 14.21 All work covered by this Agreement and customarily performed on the job site or on the Employer's premises by Heat and Frost Insulators and Allied 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 Heat and Frost Insulators and Allied 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.
- 14.22 It is the intent of the Employer and the Union to protect all job site work as defined in ARTICLE III-WORK COVERED, which has been traditionally performed by bargaining unit Employees, or which is fairly claimable as bargaining unit work.
- 14.23 No individual Employer, officer, agent, or any individual Employer shall use the tools of the trade or personally perform any of the work covered by this Agreement.

Anti-Double Breasting Language

- 14.25 In order to protect and preserve for the Employees covered by this Agreement all work historically and traditionally performed by them, and in order to prevent any device or subterfuge to avoid the protection or preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement as single or joint Employer (which shall be interpreted pursuant to applicable NLRB and judicial principles) within the trade and territorial jurisdiction of the Union, under its own name or under the name of another, as a corporation, sole proprietorship, partnership, or any other business entity including a joint venture, where the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) controlling or majority ownership, management or control over such entity, the wage and fringe benefit terms and conditions of this Agreement shall be applicable to all such work performed on or after effective date of this Agreement.

ARTICLE XV | UNION DUES

- 15.1 The Employer agrees to withhold a stipulated amount from the wages of each bargaining unit Employee who has been employed for thirty (30) or more days. The Union dues deposit shall be made to the Trust of the applicable Local Union of Employee's dispatch. All Employees must be dispatched through the Local Union Hall of the area where the work is being performed. The dues deposit shall be received at the office of the Trust Administrator or its depository financial institution no later than the twentieth (20th) day of the month, following the month in which the work was performed.
- 15.2 For all hours worked in the jurisdiction of **Local 36** the funds are to be mailed to: IBEW Federal Credit Union, Attn: Union Accounts, PO Box 16877 Portland, OR 97292-0877.

ARTICLE XVI | TRUST FUNDS

Labor Management Cooperative Trust Fund

- 16.1 Commencing as of the effective date of this Agreement, and for the duration of this Agreement, the Employer agrees to make payments to The Heat and Frost Insulators and Allied Workers Labor Management Cooperative Trust (LMCT) for each Employee covered by this Agreement, as follows:
- 16.1(a) For each hour worked, for which an Employee works, the Employer shall make a contribution of five cents (.05) to the LMCT. These funds will be sent to the LMCT on a monthly basis via the Local Union Financial Secretary Monthly Financial Report.
- 16.1(b) For the purpose of this Article, each hour worked, shall be counted as hours worked for which contributions are payable.
- 16.1(c) Contributions shall be paid on behalf of any Employee starting with the Employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, Insulation Workers, Firestop Workers, and Hazardous Waste

Workers in the following classifications: Journeymen, Apprentices, Helpers, Trainees and Probationary Employees.

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

Health and Welfare Trust Fund

- 16.2 The Employers agree to pay to the Trustees of the Local No. 36 Health and Welfare Trust Fund ten dollars and forty-three **(\$10.43)** cents as of January 22, 2022, per hour of work, for each hour worked, by each Employee, while this Agreement is in effect for the purposes set forth in the Trust Agreement. It is further agreed that the terms and provisions of the Trust Agreement for the Local No. 36 Health and Welfare Trust, including any amendments thereto, are hereby incorporated by reference into this Agreement and are accepted by the Employers.
- 16.3 Employers further agree to accept the Employer Trustees serving on the Board of Trustees, and their successor Trustees on the Board of the Heat and Frost Insulators and Allied Workers' Local Union No. 36 Health and Welfare Trust and agree to be bound by all lawful actions as the Board of Trustees.
- 16.4 The required contributions of a participating Employer shall be received at the office of the Trust Administrator or its depository financial institution no later than the twentieth (20th) day of the month following the month in which the work was performed. If the twentieth (20th) of the month falls on a Saturday, Sunday, or holiday, the monthly payment must be received by the following business day. The Employer shall be considered delinquent if it fails to submit contributions by the due date listed above. If an Employer is delinquent, it shall be subject to the liquidated damages and interest provisions of the governing Trust Agreement. Interests shall be assessed at twelve percent (12%) per annum from the date due until paid. Liquidated damages shall be as follows:
- Ten percent (10%) of the contributions due if paid after the due date but before the suit is filed.

- Twenty percent (20%) of the contributions due if paid after the suit is filed.

16.4(a) If it is necessary to file suit because of a delinquency the Employer will also be assessed all reasonable cost, including court costs and attorney fees incurred in the collection process.

16.5 The Union and Employer Health and Welfare Trustees agree to research the benefits of a Wellness Program. As of April 28, 2014, a Health Reimbursement Account will be established and will be managed through the Health & Welfare Trust in a contribution amount of (\$0.?? to be determined by membership) per hour worked.

Western States Pension Trust Fund

16.6 The Western Insulation Contractors Association (WICA) and the Western States Conference of Insulators and Allied Workers' have established a defined benefit pension plan known as the Western States Insulators and Allied Workers' Pension Plan, and a defined contribution plan known as the Western States Insulators and Allied Workers' Individual Account Plan; Both are funded by the Western States Insulators and Allied Workers' Trust Fund as is a medical examination plan known as the Western States Insulators and Allied Workers' Health Plan.

Individual Account Plan

16.7 AMENDMENT dated March 28, 2011, whereby The Western Insulation Contractors Association (WICA) Central Labor Committee and Western States Conference of Heat & Frost Insulators and Allied Workers, agree to amend the Memorandum of Understanding for the Individual Account Plan (the "Agreement", a copy of which is attached and incorporated by reference) with the contributions to the Individual Account Plan being made in accordance with the following conditions:

Level I Employees shall consist of all Apprentices.

Level II Employees shall consist of Employees who have attained Journeyman status and who have performed between one (1) year and five (5) years of service in the industry.

Level III Employees shall consist of Journeyman Employees who have performed between six (6) years and fifteen (15) years of service in the industry.

Level IV Employees shall consist of Journeyman Employees who have performed between sixteen (16) years and nineteen (19) years of service in the industry.

Level V Employees shall consist of Journeyman Employees who have performed twenty (20) or more years of service in the industry.

16.8 The Union shall submit any changes no later than October 1st of each year. The Level change shall be effective January of the following year. Level 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. Upon notification by the Union to the Employer of an approved Level change, the Employer shall pay wage and fringe contributions at the approved Level unless and until notified by the Union of a change. In no event, however, shall a Level change be implemented except by proper notification from the Union. The Employer shall pay to the Western States Insulators and Allied Workers' Individual Account Plan for each hour worked (including overtime) the following sums based on the employee's classification.

Effective January 22, 2022:

Level I Apprentice Contribution Rate:
Level II rate at \$4.50 per hour worked.

Level II Mechanic Contribution Rate:
Level II rate at \$4.55 per hour worked.

Level III Mechanic Contribution Rate:
Level II rate at \$7.55 per hour worked.

Level IV Mechanic Contribution Rate:
Level II rate at \$7.55 per hour worked.

Level V Mechanic Contribution Rate:
Level II rate at \$7.55 Per hour worked.

- 16.9 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 Level 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 Level II.
- 16.10 Apprentices automatically move from Level I to Level II as soon as they complete the Apprentice program and attain Mechanic status. Contributions to Levels II, III, and IV of the Individual Account Plan shall be increased as agreed to by the Bargaining Parties of the Western States Insulators and Allied Workers' Pension fund and as ratified by the effected Levels under a "Special Order of Business" at the October Union meeting annually.
- 16.10(a) 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 Western States Conference. Any additional contribution shall be made by adjustment within the total hourly compensation under this Agreement.
- 16.11 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.
- 16.12 Foreman, General Foreman, and overtime rates to be established by the base wages as outlined in ARTICLE IX - WAGES.
- 16.13 The failure to make the Individual Account Plan payments herein required shall not be subject to the grievance, arbitration or 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 Employees from the job or jobs of a delinquent Employer.

Western States Occupational Health Program

- 16.14 The Employer shall pay the sum of one cent **(\$.01)** per hour (including overtime) to the Western States Insulators and Allied 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.
- 16.15 The failure to make the Occupational Health payments herein required shall not be subject to the grievance, arbitration or 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 Employees from the job or jobs of a delinquent Employer.

General Provisions

- 16.16 Contributions to the Western States Insulators and Allied Workers' Pension Plan, the Western States Insulators and Allied Workers' Individual Account Plan, and the Western States Insulators and Allied 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.
- 16.16(a) 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 Insulators and Allied Workers' Pension Fund and the Western States Insulators and Allied 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 by and pursuant to the Trust Agreements are and shall be its representatives, and hereby

grants power of attorney to such Trustees for the administration of the Trusts. This Agreement shall be binding upon and shall insure to the benefit of the heirs, successors, transferee's and assignments of the respectful parties hereto.

16.17 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.
- The Second Agreement to Extend Memorandum of Agreement, 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.

16.18 The required contributions of a participating Employer shall be received at the office of the Trust Administrator or its depository financial institution no later than the twentieth (20th) day of the month following the month in which the work was performed. If the twentieth (20th) of the month falls on a Saturday, Sunday, or holiday, the monthly payment must be received by the following business day. The Employer shall be considered delinquent if it fails to submit contributions by the due date listed above. If an Employer is delinquent, it shall be subject to the liquidated damages and interest provisions of the governing Trust Agreement. Interests shall be assessed at twelve percent (12%) per annum from the date due until paid. Liquidated damages shall be as follows:

- Ten percent (10%) of the contributions due if paid after the due date but before the suit is filed.

- Twenty percent (20%) of the contributions due if paid after the suit is filed.

16.18(a) If it is necessary to file suit because of a delinquency, the Employer will also be assessed all reasonable costs, including court costs and attorney fees incurred in the collection process.

16.19 The failure to make the pension payments herein required shall not be subject to the grievance, arbitration or 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 Employees from the job or jobs of a delinquent Employer.

16.20 The Local Union shall forthwith notify the Trust Administrator of the fact and date of execution of this Agreement by an individual Employer, such Employers' name, and the name of an Employer party to a National Agreement under which such Employer employs in the jurisdiction of a Local Union and shall submit to such office a duplicate original of such Agreement.

Apprenticeship and Training Trust

16.21 In addition to other fringe benefit contributions, the Employers agree to pay to the Trustees of the Local No. 36 Apprenticeship and Training Trust Fund one dollar and twenty cents (**\$1.20**) – beginning March 29, 2021, on all hours worked by each employee performing all types of work, which are to be used for the purpose of said Fund as set forth in the Trust Agreement. Said Trust Fund shall be administered in accordance with the terms and provisions of a Trust Agreement dated June 18, 1968, amended May 1, 2002, negotiated by the Union and the Employers, and any amendment or amendments which may hereafter be made thereto.

16.22 The required contributions of a participating Employer shall be received at the office of the Trust Administrator or its depository financial institution no later than the twentieth (20th) day of the month following the month in which the work was performed. If the twentieth (20th) of the month falls on a Saturday, Sunday, or holiday, the monthly payment must be received by the following business day. The Employer shall be considered delinquent if it fails to submit contributions by the due date

listed above. If an Employer is delinquent, it shall be subject to the liquidated damages and interest provisions of the governing Trust Agreement. Interests shall be assessed at twelve percent (12%) per annum from the date due until paid. Liquidated damages shall be as follows:

- Ten percent (10%) of the contributions due if paid after the due date but before the suit is filed.
- Twenty percent (20%) of the contributions due if paid after the suit is filed.

16.22(a) If it is necessary to file suit because of a delinquency the Employer will also be assessed all reasonable costs, including court costs and attorney fees incurred in the collection process.

16.23 The Employer agrees to be bound by the terms and conditions of the Trust Agreement that governs the Apprenticeship and Training Trust Fund and those terms, and any amendments thereto are incorporated herein by reference.

Industry Fund

16.24 The Industry Fund is hereby established. An Agreement and Declaration of Trust that 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 contractor's signatory to this Collective Bargaining Agreement, or otherwise coming under the scope of this Agreement shall contribute to the sum of fifteen cents (**\$0.15**) per hour worked by employees covered under this Agreement into said 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.

16.25 It is agreed that the funds within the control of the Industry Fund shall not be used for a purpose which is harmful or hostile to organized labor or to

Local No. 36, or for the purpose of assisting contractors to operate as non-union or double-breasted employers.

16.26 The required contributions of a participating Employer shall be received at the office of the Trust Administrator or its depository financial institution no later than the twentieth (20th) day of the month following the month in which the work was performed. If the twentieth (20th) of the month falls on a Saturday, Sunday, or holiday, the monthly payment must be received by the following business day. The Employer shall be considered delinquent if it fails to submit contributions by the due date listed above. If an Employer is delinquent, it shall be subject to the liquidated damages and interest provisions of the governing Trust Agreement. Interests shall be assessed at twelve percent (12%) per annum from the date due until paid. Liquidated damages shall be as follows:

- Ten percent (10%) of the contributions due if paid after the due date but before the suit is filed.
- Twenty percent (20%) of the contributions due if paid after the suit is filed.

16.26(a) If it is necessary to file suit because of a delinquency the Employer will also be assessed all reasonable cost, including court costs and attorney fees incurred in the collection process.

16.27 The Employer agrees to be bound by the terms and conditions of the Trust Agreement that govern the Insulation Industry Fund and any amendments thereto are incorporated herein by reference.

General Provisions for all Trust Funds

16.28 All contributions by the Employer required under ARTICLE XXVI- TRUST FUNDS to any trust funds mentioned in ARTICLE XXVI- TRUST FUNDS, shall be received at the office of the Trust Administrator or its depository financial institution no later than the twentieth (20th) day of the month following the month in which the work was performed. The monthly contribution shall include payments for all payroll periods that ended during the preceding month. The monthly contribution shall be accompanied by the appropriate, completed Monthly Remittance Report for each trust fund mentioned in ARTICLE XXVI- TRUST FUNDS.

- 16.29 The Employer's failure to make any Employee benefit contributions to any trust fund mentioned in ARTICLE XXVI- TRUST FUNDS shall not be subject to the grievance, arbitration, or Trade Board procedure provided for in this Agreement unless the Board of Trustees have consented to such procedure. It shall not be a violation of any provision of this Agreement, including any no strike or work stoppage provision, for the Local Union to refuse to man any job or to withdraw Employees from the job(s) of a delinquent Employer.
- 16.30 The Board of Trustees of each of the trust funds identified in ARTICLE XXVI- TRUST FUNDS may modify both the due date for contributions owed to the trust funds and the amount of liquidated damages and interest assessed for delinquent contributions by action of the respective Board of Trustees who shall provide thirty (30) days advance written notice of such modifications to all signatory Employers.
- 16.31 The Union and Employers agree to abide by the current Western States Conference Bonding Procedures as written below:
- Western States Insulators & Allied Workers' Pension Plan
 - Western States Insulators & Allied Workers' Individual Account Plan
 - Western States Insulators & Allied Workers' Health Plan
 - Bonding Procedures adopted July 19, 2016

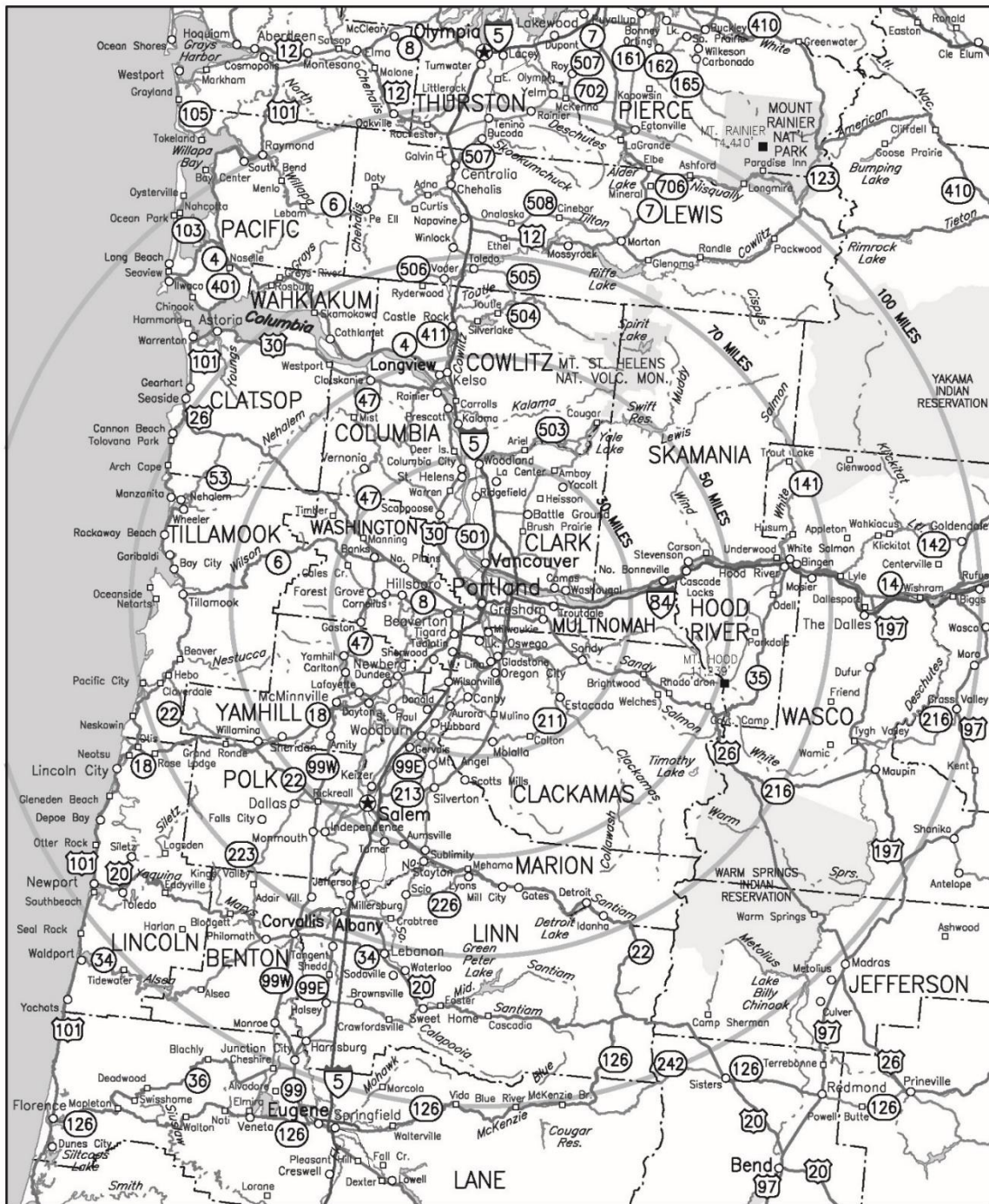
ARTICLE XVII | SUBSISTENCE AND TRAVEL ALLOWANCE

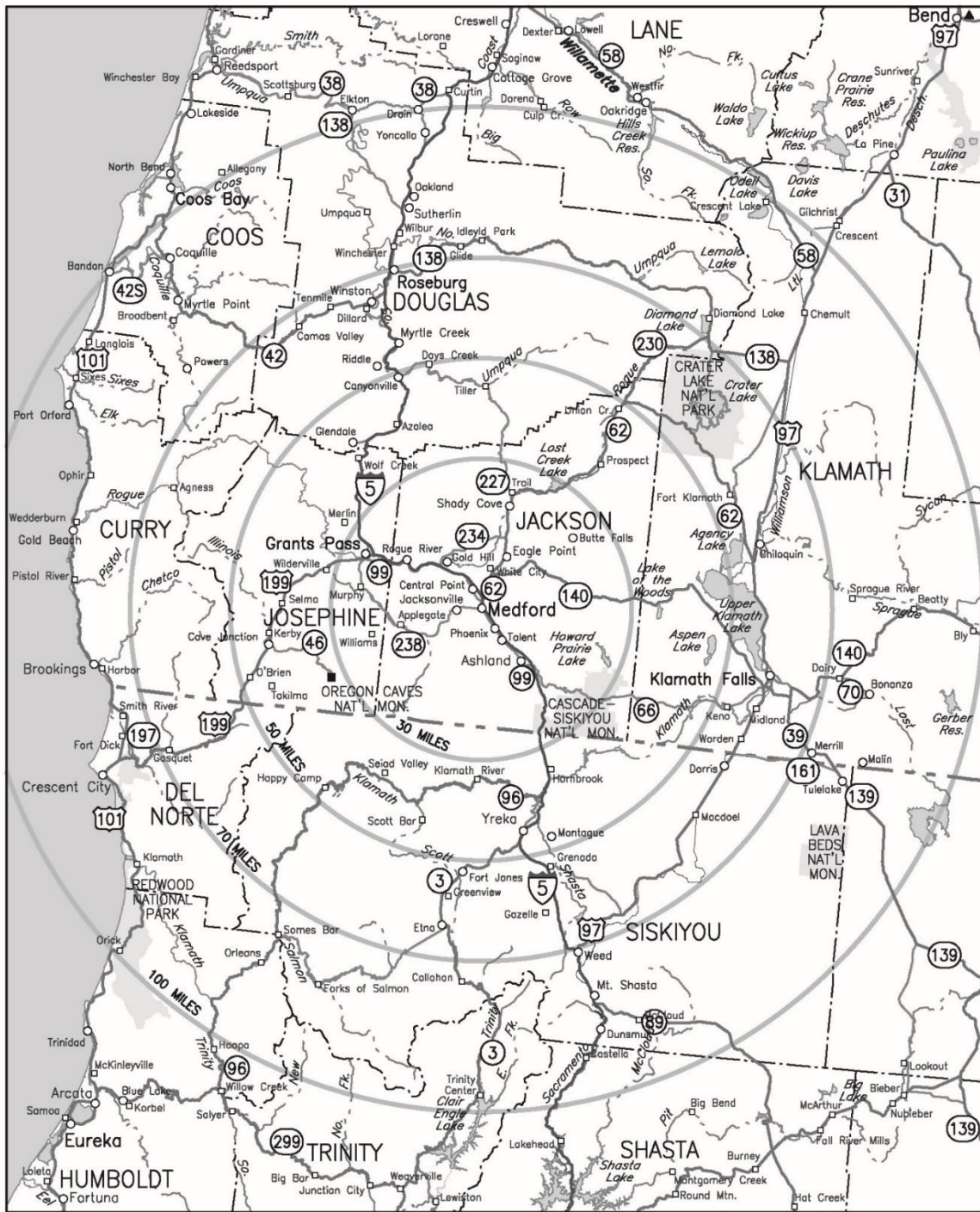
- 17.1 The territory covered by this Agreement is divided into five (5) Zones established by circles drawn on the latest official area map prepared by the Pittmon Map Company. The center of each circle is the City Hall in Portland or Medford, Oregon. The radius of each Zone circle and the expenses reimbursed to Mechanics and Apprentices working outside the city limits of Portland shall be based on the physical job site address. ARTICLE XVII – SUBSISTENCE AND TRAVEL ALLOWANCE of the Firestop Master Agreement shall be updated in tandem with ARTICLE XXV – SUBSISTENCE AND TRAVEL ALLOWANCE of the Insulator Master Agreement.

ZONE EFFECTIVE DATES

	4/25/22	4/03/23	3/31/24	3/30/25	COMPANY VEHICLE
17.1(a) ZONE 1 To 30 miles	FREE ZONE	FREE ZONE	FREE ZONE	FREE ZONE	FREE ZONE
17.1(b) ZONE 2 To 50 miles	\$24.00	\$24.00	\$24.00	\$24.00	\$19.00
17.1(c) ZONE 3 To 70 miles	\$54.00	\$54.00	\$54.00	\$54.00	\$29.00
17.1(d) ZONE 4 To 100 miles	\$75.00	\$75.00	\$75.00	\$75.00	\$43.00
17.1(e) ZONE 5 Beyond 100 miles+	\$135.00	\$135.00	\$135.00	\$135.00	\$135 IF STAY or \$75 IF DRIVEN

- 17.1 (f) If an Employee chooses to drive instead of staying overnight the subsistence paid will be \$90.00 per day in Zone 5. Zone 5 with a company vehicle will be paid at Zone 4 full sub rate if Employee chooses to drive it, and \$135 if you stay overnight verified by receipts. Passengers riding in the company vehicles will receive the same rate as the driver.





- 17.2 Applicable IRS Mileage is to be adjusted per the current IRS Standard Mileage Rates.
- 17.3 The Employer agrees to reimburse any Employee for actual automobile parking expenses where free parking is not available. Receipts for money expended must be submitted for reimbursement.
- 17.4 Metered parking will be reimbursed where free parking is not available. Cost will be turned in on a timecard.
- 17.5 If an Employee chooses to take mass transit in lieu of paid parking they shall receive \$3.00 reimbursement not to exceed the cost of daily parking.
- 17.6 Bridge tolls incurred by an Employee in servicing the trade will be reimbursed by the Employer.
- 17.7 All Zones shall be on an hourly basis if less than eight (8) hours worked, unless due to the Employers' fault. Union officers doing Union business will not be subject to less than the daily rate.
- 17.8 In all Zones, if you work more than one (1) job in the day, mileage between the job site shall be paid at the applicable IRS Mileage adjusted annually providing you are driving your personal vehicle. The applicable hourly wage rate will continue to be paid between job sites; however, the Employee is expected to arrive at the next job site in a reasonable amount of time.
- 17.9 There shall be a thirty (30) mile 'free zone' established in Zone 5 for any Local No. 36 Mechanic and/or Apprentice who has been a resident for thirty (30) days, or more, within thirty (30) miles of the job site. There shall be a thirty (30) mile free zone from the City Hall of Medford, Eugene and Hermiston for Local 36 area residents. Subsistence shall be paid for those area residents at the rate established in this contract Agreement in Zones 2, 3, 4 and 5 based from the City Hall of the City in which they reside.
- 17.10 Zone 5 subsistence will be paid in Coastal Resort towns in Zone 3. If a Member elects to stay overnight in Zone 3 and 4 due to inclement weather, extended overtime, or other emergencies, they will receive 5th Zone sub.

- 17.11 In Zone 5, there shall be a ten (10) mile “free zone” at actual road miles in which there will be no travel allowance paid for mileage driven to and from job site. This distance will be computed from the center of the nearest town or from Employees’ choice of lodging, whichever is nearest to the job site. For travel beyond the ten (10) mile distance, reimbursement for daily travel will be at the applicable IRS mileage rate for the mileage in excess of twenty (20) miles; ten (10) miles to and ten (10) miles from the job.
- 17.12 When Mechanics and/or Apprentices are directed by the Employer to work on projects in Zone Five (5) for one day only they will receive applicable IRS mileage from Portland to the job location, or from job location to job location, if they are already working in Zone Five (5), and back to Portland, plus thirty dollars (\$30) a day for meals.
- 17.13 On jobs in Zone 5, where the Employees are required to be on the job prior to 8:00 a.m., the Employee shall receive per diem for the previous day, with documentation made available upon request if the Employee chooses to travel the previous day.
- 17.14 If, at a later date the IRS requires Employers to withhold taxes on per diem, then the Union and the Employers will meet to discuss a concept of Zone Pay.
- 17.15 If there are six (6) scheduled workdays in Zone 4 and 5, then seven (7) days per diem shall be paid. In no case shall an Employee receive more than seven (7) days per diem in one (1) week.
- 17.16 As an option to paying one hundred and thirty-five (\$135) per day per diem, the Employer may pay fifty dollars (\$50) for day meal allowance and provide acceptable housing. The quality of the room and the number of occupants must be acceptable to both parties. The above option must be acceptable to both parties otherwise full per diem will be paid. If at the fault of the Employee, the Employee fails to work the scheduled shift, costs incurred will be the responsibility of the Employee.

ARTICLE XVIII | LICENSING

- 18.1 The Union and Employers agree to investigate the rules and regulations of licensing certification for Firestop/Containment Workers in the State of Oregon and Washington.

18.2 To continue the harmonious relationship between Labor and WICA, all parties agree to work together to insure workable/reasonable prevailing wage for the Firestop Trade is established within the State of Washington and Oregon.

- We agree to work together with Labor and Industry to promulgate through formal rulemaking a work process for firestopping.
- We agree to work together on a strategy to present to Labor and Industry, a work process for firestopping.
- We commit to help in drafting the rules and will attend any hearing necessary to finalize this process.

ARTICLE XIX | UNION ACTIVITY

Union Business Office

19.1 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.

19.2 When allowed by the general conditions of the project, the Business Manager or authorized representatives of the Union shall be permitted on all jobs. The Business Reps shall provide the Employer notice, when possible, 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. The Business Reps will provide their own required safety equipment.

Union Steward

19.3 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.

19.4 The duties of a Job Steward shall be performed expeditiously. No Steward shall be laid off or discharged on account of the performance of their duties. A Steward shall not cause or call a work stoppage.

19.5 A Job Steward shall not be subject to transfer to another job site without the mutual consent of a Union Business Representative and the

Employer, or until the crew is reduced to five (5) or less Employees. In the event of a reduction in force, the Steward shall maintain his position of employment until the crew is reduced to five (5) or less Employees. The Steward shall be asked to work when five (5) or more Employees work overtime.

Discrimination

- 19.6 No Employee, including Job Stewards, shall be discriminated against for activity for the Union.
- 19.7 Employees shall be permitted to take such time as may be necessary to engage in work for the Union, provided, however, that such Employees 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 (1) day or more on Union business, he will give twenty-four (24) hours' notice to the Employer.

Accidents

- 19.8 The Union Office shall be notified by Member and Employer as soon as possible in case of an accident involving Employees referred through the Union.

ARTICLE XX- PROTECTION OF BARGAINING UNIT WORK

- 20.1 The Employer shall not directly or indirectly perform, undertake, or accomplish any Heat and Frost Insulators and Allied Workers work except in complete compliance with all terms and provisions of this Agreement.

ARTICLE XXI- SAVINGS CLAUSE

- 21.1 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.

It is further agreed and recognized that the Employer has the sole and exclusive right to manage their 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.

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 XXII | SAFETY LANGUAGE

- 22.1 The contractor and members of the Union shall comply with all applicable provisions of State and Federal health, sanitation and safety laws, and regulations. Employers will keep a current safety manual on file with the union.
- 22.2 If an employee chooses to upgrade their respiratory protection and purchases an upgraded respirator, the Employer will reimburse the employee for the cost of upgraded filters for the filter necessary for the type of work being performed, provided the employee provides evidence of a pulmonary function test which is covered under the Multi-Phasic Physical and a fit test for the respirator being used.

Dated this 27th day of MARCH, 2022.



Walt Caudle, Local 36



Robert Jeffries, President of WICA

INFORMATION YOU SHOULD KNOW:

Local No. 36 Office

16076 SE Evelyn St.
Clackamas, OR 97015

Walt Caudle, Business Manager
Ron Mathis, Business Agent
Aubrey Van Vlack, Office Manager

Phone: (503) 255-2692
Fax: (503) 252-1935

E-Mail: bm@insulators36.org
E-Mail: ba@insulators36.org
E-Mail: office@insulators36.org

J.A.T.C. Office

16076 SE Evelyn St.
Clackamas, OR 97015

Dreng Espelien, Apprenticeship Coord. E-Mail: coordinator36@insulators36.org.com

Phone: (503) 255-5124
Fax: (503) 252-1935

Zenith American Solutions

Health & Welfare Trust Office

Rick Woodard
RWoodard@Zenith-American.com
Victor Maldonado
VMaldonado@Zenith-American.com

Medical Office: (503) 486-2108
Dental Office: (844) 279-8645
Phone: (503) 486-2144
Toll Free: (844) 900-3034
Phone: (503) 486-2095
Fax: (503) 612-0855

BeneSys

Western States Pension Trust Office

WEB SITE: www.wsiawbenefits.org

Phone: (925) 398-7046
Toll Free: (800) 320-0184
Fax: (925) 462-0108

VSP (Eye Care)

www.vsp.com

Phone: (800) 877-7195

Mesothelioma Attorney's

Jeffrey S. Mutnick – Attorney at Law

Phone: (503) 595-1033

Roger Worthington – Attorney at Law

Phone: (310) 221-8090
Toll Free: (800) 831-9399

Asbestos/Mesothelioma:

www.mesothel.com

<http://www.mesotheliomabytes.blogspot.com/>

IBEW Federal Credit Union

Phone: (503) 253-8193
Toll Free: (800) 356-6507