

THE INSULATOR AGREEMENT

INSULATOR AGREEMENT 2022-2026



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

&

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

April 25, 2022 - March 22, 2026

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THIS AGREEMENT was made and entered into this **25th day of April 2022** by and between the members of the Western Insulation Contractors Association (WICA) of Oregon and Southwest Washington, (Portland, Oregon) as the party of the first part (hereinafter called the "Employer") and the International Association of Heat and Frost Insulators and Allied Workers, Local Union No. 36, Portland, Oregon, and vicinity, as the party of the second part (hereinafter called the "Union").

ARTICLE I - EFFECTIVE DATES AND DURATION

1.1 This Agreement shall become effective on **April 25th, 2022 and** shall be rigidly observed until its expiration on **March 22nd, 2026**, four (4) years) at 11:59 pm, during which time neither party to it shall continue in force or create any rule or bylaw conflicting with its provisions.

ARTICLE II - CONTRACT RENEWAL OR TERMINATION

2.1 Either party to this Agreement desiring to renew it in present form, change, or amend it shall make known such intention in writing ninety (90) days prior to the expiration of this Agreement. In the event that neither party to this Agreement gives timely notice to change or amend this Agreement, the Agreement shall renew from year to year, subject to the right of the parties to mutually agree to reopen the Agreement for negotiation during the ninety (90) days prior to the expiration date, and the right of either party to reopen the Agreement for negotiations during the renewal year(s) by giving written notice of such desire to the other party at least sixty (60) days prior to the expiration date of this Agreement.

2.2 It is mutually agreed by the Union and the Employers that in the event of common industry problems, including economic necessity, this Agreement may be reopened by mutual consent of both parties after fifteen (15) days written notice.

ARTICLE III - TERRITORIAL JURISDICTION

3.1 It is hereby agreed that the provisions of this Agreement shall be binding upon the Employer Association and each Member, and The Heat and Frost Insulators Local No. 36, and each Employee represented by Local

No. 36 within the State of Oregon and the counties of Wahkiakum, Cowlitz, Clark, Skamania, and Klickitat, in the State of Washington.

- 3.2 The Employer further agrees that on all operations outside the chartered territory of the Union, they will abide by the rates of pay, rules, and working conditions established by a nondiscriminatory collective bargaining agreement between the local insulation contractors and the local union in that jurisdiction. The Employer may send a Mechanic, and in the event of insufficient supply of local labor in that territory, such additional Employees as may be necessary. Such Employees shall receive in addition to transportation costs, the highest wage rate, board allowance, vacation pay, fringe benefits, and other conditions of employment of either that jurisdiction or established by this Agreement. The Union may request that the Employer or Employee provide pay stubs to verify wages, travel, and subsistence paid. However, the Employer cannot bring a Mechanic into an area where the Employer is already bound by a collective bargaining agreement unless previously agreed to by the affected local unions or under the terms of the Portability Agreement. The Employer shall then notify the Union of Employees being dispatched to the job.
- 3.3 Contractors signatory to Local No. 36's Master Agreement with Branch Offices outside our territory shall become signatory to the Local No. 36 Compliance Agreement.
- 3.4 If out of area contractors secure work in Local No. 36 territory and bring in a Mechanic, that Mechanic is responsible to register at the Union Office, where they will receive a copy of the Local Contract, Constitution and Bylaws, Code of Workmanship, and will be required to drug test prior to commencement of work.

ARTICLE IV - WORK COVERED

- 4.1 This Agreement covers the rates of pay, rules and working conditions of all Mechanics and Apprentices covered by this Agreement, employed by Employers signatory to or otherwise committed to abide by this Agreement, regardless of the location of their employment, within the jurisdiction of Local No. 36, when they are engaged in the preparation, fabrication, alteration, application, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling,

reconditioning, maintenance, finishing, including all mastics, coatings, vapor barriers, and jacketing such as plastics, metal, canvas, and tar paper, corrosion control, fibrous matt, roving and resin, welding of attachment clips, fireproofing and/or weatherproofing, of cold or hot thermal insulations, acoustical insulation used for sound purposes on mechanical systems, regulated insulation materials and the installation of materials replacing the same, granular, cellular, flake, fibrous, reflective, Insul-Paint, with such materials as may be specified when these materials are to be installed in voids for thermal purposes, or to create voids, or on piping, fittings, valves, boilers, ducts, flues, tanks, vats, equipment, or on any hot or cold surfaces for the purpose of thermal control. This Agreement also covers grease ducts and acid ducts and/or voids of all kinds. This is also to include all labor connected with the handling and distribution of thermal insulating materials on job premises and all other such work that is within the jurisdiction of Local No. 36. This Agreement also covers the removal of asbestos and other insulation, demolition, containment, and encapsulation.

- 4.1(a) This Agreement covers the rates of pay, hours, and other terms and conditions of employment for Heat and Frost Insulator Mechanics 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, elastomeric firestop sealant, self-leveling firestop sealant, trowelable firestop compound, firestop collars, composite sheets, putty pads, fire containment pillows, wrap strips, putty sticks, firestop mortar, firestop mastic, refractory ceramic fiber blanket for kitchen exhaust and fire-rated duct systems, or other materials used in connection with labor to include other fire protection materials such as boots and cable coatings which are connected with the handling or distributing of the above insulating materials, and 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, grease ducts, stairwell pressurization systems, beam, column, deck fireproofing, and

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. 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.

- 4.2 Heat and Frost Insulators with a Local No. 36 dispatch, will be used to prefabricate or manufacture metal and/or plastic gores, terminations, reducers, conicals, tees, miters, thermal pads, acoustical pads on mechanical systems, and spray shields. The Heat and Frost Insulator fabricating/manufacturing these materials shall identify their work with a signature and registration number prior to jobsite delivery. Where this work is not protected under a Project Labor Agreement, National Maintenance Agreements, National Stabilization Agreements, etc. for fabrication purposes, a ratio of two (2) Apprentices to one (1) Mechanic may be used. In such cases, Apprentices may work without the supervision of a Mechanic.
- 4.3 This article does not include the manufacture of pipe covering and/or molded fittings in one-piece halves or the facing of flexible blanket duct insulation. Heat and Frost Insulators with Local No. 36 dispatches will be employed to fabricate those items not available as manufactured products.
- 4.4 If contractors choose not to bid work claimed in this contract, such as fire and smoke penetration seals, they are requested to notify the Union Office or another Signatory Contractor in order for the Union to secure the work for its Members.

ARTICLE V - NO LIMITATION ON WORK

- 5.1 The Union agrees that there shall be no limitations or restrictions placed upon the individual working effort of Employees. The Employers agree that there shall be no work compensation on any unit basis other than the cents per hour wage rate as stipulated in the contract. If found guilty, both parties are subject to fines. This shall in no way restrict the right of the Employer to require reasonable performance by an Employee in their duties.

ARTICLE VI - CONTRACTING AND SUBCONTRACTING

- 6.1 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 IV - WORK COVERED that has been traditionally and regularly performed by its Employees. The Employer further agrees not to assign job site work regularly performed under this Agreement to other building tradecrafts. The Employer further agrees that application of all new thermal and acoustical insulation on mechanical systems, which may be a replacement for, or in addition to materials now being used, is the legitimate claim of the Heat and Frost Insulators and Allied Workers of Local No. 36.
- 6.2 The Union agrees not to contract, subcontract, or estimate on work. It has also agreed that no member of a firm, officer of a corporation, or its representative or agent shall execute any part of the work of application of materials. Violation of this article is subject to Trade Board action.
- 6.3 A Member in good standing with Local No. 36 who becomes a Superintendent for any Signatory Contractor of the Union may choose not to go on withdrawal. These Members will be required to pay all dues and assessments but may not attend Local Union Meetings or vote at Local Union Elections.
- 6.4 The Employer party hereto shall not attempt to engage in or contract, for any job site, work covered by this Agreement through the use or device of any other business, including but not limited to a sole proprietorship, partnership, joint venture, corporation, or any other type of an association without first consulting and advising the Union to establish to the Unions' satisfaction that the use of such a device is not for the purposes of lowering wages, hours, or working conditions or for evading fringe benefit payments or in any other way affecting the working conditions in the area where such device is sought to be used. If the Union is not satisfied, the Union may resort to all legal means to compel compliance with this provision in addition to the procedures

under ARTICLE XXVIII - TRADE BOARD, and notwithstanding any other provision of this Agreement. In the event the Union resorts to legal action and it is determined that the Employer has violated this Section, then the Employer shall pay all costs including all actual discovery costs and attorney fees incurred by the Union.

6.5 Where a customer directs the Employer to deviate from job site specifications at variance with the Unions' Code of Workmanship, the order shall be in writing with a copy given to the Union Office. A copy will also be given to the lead person, prior to the commencement of work.

ARTICLE VII - UNION RECOGNITION

7.1 The Employer hereby recognizes the Union as the exclusive collective bargaining agent for Mechanics, Apprentices, Pre-Apprentices and Hazardous Material Handlers who perform any of the duties as described in ARTICLE IV - WORK COVERED and in any addendum to this Agreement.

7.2 It is mutually agreed, understood, and acknowledged, that the Heat and Frost Insulators and Allied Workers Local No. 36, 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.

7.3 All Mechanics and Apprentices 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 Mechanics and Apprentices covered by this Agreement, hereinafter employed by the Employers, shall make application to the Union no later than thirty (30) days after their employment.

- 7.4 The Employer shall terminate any Employee when the Union, through its Business Manager, serves written notice that such Employee be removed from the job for non-payment of, or failure to pay initiation fees and/or dues as per the International Constitution and Bylaws. Such written notice of removal will be recognized and accepted by the Employer which agrees to remove the named Employee from all work covered by this Agreement within twenty-four (24) hours.
- 7.5 As a condition of signing a new contractor, the Employers and the Union understand there may be certain exceptions that will need to be made to deal with any existing fixed price backlog to be completed at rates in effect at the time of the bid; All other concessions, by the Union, to address competitive market conditions will be made available to all signatory contractors on a non-discriminatory basis.
- 7.6(a) Section 1. To protect and preserve, for the Employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the contractor performs on-site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the contractor, through its officers, directors, partners, owners or stockholders, exercises directly or indirectly (including but not limited to management, control, or majority ownership through family members), management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.
- 7.6(b) Section 2. All charges of violations of Section 1 of this article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require a contractor to pay (1) to affected Employees covered by the Agreement, including registered applicants for employment, the equivalent of the wages those Employees have

lost because of the violations, and (2) into the affected Joint Trust Funds to which this Agreement requires contributions any delinquent contributions that resulted from the violations.

- 7.6(c) Section 3. If, after a contractor has violated this Article, the Union and/or Trustees of one or more Joint Trust Funds to which this Agreement requires contributions institute legal action to enforce an award by an arbitrator or the Joint Trade Board remedying such violations, or defend an action that seeks to vacate such award, the Contractor shall pay any accountant's and/or attorney's fees incurred by the Union and/or Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this Agreement, that may be available to the Union and/or the Joint Trust Funds.

ARTICLE VIII - UNION OFFICE

- 8.1 Local No. 36 shall have a permanent office address with telephone service where the Business Manager, or Authorized Personnel (which will be authorized by the Business Manager) can be communicated with between 8:00 A.M. and 10:00 A.M. and 3:30 P.M. and 4:30 P.M. each working day to answer inquiries and provide necessary service to the trade. The Union Office will maintain an e-mail address.

ARTICLE IX - BUSINESS MANAGER/AGENT ACCESS PRIVILEGES

- 9.1 Any Employer signatory to this contract shall not refuse the Business Manager or Authorized Personnel (authorized by the Business Manager) admittance in or on their place of business while attempting to carry out the duties and responsibilities of their office. However, there shall be no interruption of work by such agents.

ARTICLE X - JOB STEWARDS

- 10.1 The Employer recognizes the Union's prerogative to appoint a Job Steward. The Job Steward shall be a qualified Worker performing the work of their craft but shall be allowed reasonable time during the workday to perform their duties as a Steward.

ARTICLE XI - HIRING ARRANGEMENT

- 11.1 The Union and the Employers agree that in the employment of workers for all work covered by this Agreement, the following conditions and procedures shall govern:
- 11.1(a) The Employer is not to loan Workers to another Employer for the purposes of circumventing the Hiring Hall without the consent of the Union Office.
- 11.2 The Union shall establish and maintain open and non-discriminatory lists for employment of applicants in the work and area jurisdiction of the Union. Applications, subject to Hiring Hall Rules, shall be taken from all persons who apply for registration, even if no work is available. As used herein, the term "open and non-discriminatory employment list" means that selection by the Union of applicants for referral to jobs shall be non-discriminatory and shall not be based on, nor in any way affected by, Union membership, race, creed, sex, age, color, religion or national origin. However, written Hiring Hall Rules may be maintained by the Union on a non-discriminatory basis and not based on either Union membership nor race, creed, sex, age, color, religion or national origin. The Union agrees to make available to the Employer, upon request, the Union's Hiring Hall Rules, as they are amended.
- 11.3 All applicants must register in writing, by fax, text, or e-mail for employment with the Union to be available for referral. All temporary Mechanics and Hazardous Material Handlers must re-register at the Union Office during office hours on the first business day of each month to maintain a position on the list.
- 11.4 For purposes of this Agreement, the Union shall maintain an "Available for Work" list from which workers are referred. All Workers (new hires) shall be registered and hired from this list. It shall be the Worker's responsibility to provide their current telephone number and address to the Union for work referral purposes.
- 11.5 Applicants on the "Available for Work" lists shall be referred out to Employers on a rotating basis with the Union having the right to refer out the first person on the list, and the Employer then having the right to call out two (2) applicants by name that are on the applicable list. The

applicants being called by name, no more than two (2) per hiring may be reserved/saved until the Employers next hiring. This rotation procedure will commence upon the execution of this Agreement and will continue throughout the life of this Agreement, and from Agreement to Agreement. The Union will maintain referral records for each Employer so that it may be determined whether the Employer or Union selects the next applicant for referral.

- 11.6 The Employer shall first call upon the Union for such Workers as they may need, and the Union shall immediately use its best efforts to furnish to the Employer the required number of qualified and competent Mechanics, Apprentices, Helpers, Hazardous Material Handlers and Firestoppers requested by the Employer.
- 11.6(a) For work in Zone 4 and 5, the Employer shall have the option to hire a Local No. 36 resident, however, all other Hiring Hall Rules will still apply.
- 11.7 Reasonable advance notice (but not less than twelve (12) hours) will be given by the Employer to the Union upon ordering Workers or Mechanics. In the event that forty-eight (48) hours after such notice (verbal or written) 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 to the job site.
- 11.8 The Union will furnish each required competent Worker, skilled Mechanic, or Apprentice entered on its lists to the Employer by use of a written or digital (electronic) referral in the following manner:
- 11.9 The Union shall maintain five (5) "Available for Work" lists; an A1 list, A2 list, B list, C list, and D list. Employees or job applicants shall be placed on one of these lists in accordance with the following conditions and classifications:
- 11.9 (a) "A1" List - A permanent Mechanic (Journeyman) Employee or job applicant who has worked with a signatory contractor to Local No. 36 as a Heat and Frost Insulator for four (4) or more consecutive years, and with four thousand (4,000) or more hours, will be placed on the "A1" list. For purposes of this placement, a year shall be considered one thousand (1,000) hours.

- 11.9(b) "A2" List – All indentured Apprentices who are meeting all obligations of the J.A.T.C. shall be placed on the "A2" list. All indentured Apprentices listed on April 25, 2022, shall be deemed to qualify.
- 11.9(c) "B" List - An Honorary Retiree Local 36 Mechanic Member that has retired and is drawing a pension benefit through the WSC Pension Plan. The number of hours that a retiree is allowed to work will be determined by the Trustees of the WSC Pension Trust and may be adjusted annually at their discretion. "B" list Mechanics shall be laid off prior to A1 Mechanics and A2 list Apprentices unless the layoff is for just cause.
- 11.9(d) "C" List - All other temporary Mechanics (Travelers or Permit Mechanics) or job applicants who are qualified and work as Mechanics.
- 11.9(e) "D" List - All other Employees or job applicants (Helpers, Material Handlers, etc.)
- 11.9(f) All Journeymen Mechanics or Apprentice applicants who would be currently eligible as of April 25, 2022, for placement on the "A1" list, or "A2" list, irrespective of whether such applicants are currently working or temporarily unavailable for work due to disability, illness, vacation or out of area work, shall be deemed eligible.
- 11.10 Employees or job applicants shall be entered onto the appropriate A1, A2, B, C, or D "Available for Work" list in the order in which they register at the Hiring Hall and shall advance on each list as those with prior registration are referred out. An Employee shall be removed from the "Available for Work" list maintained by the Union for any one of the following reasons:
- 11.10(a) The Employee is referred to a shop and fails to report to the shop within the day of referral.
- 11.10(b) The Employee, on at least two (2) occasions during a workweek is not available for work.

- 11.10(c) A referred Employee who accepts a job of ten (10) days duration or less, shall retain their place on the list. Employees who accept two (2) such jobs shall be removed from the "Available for Work" list. An Employee shall have the right to reject a second short call of ten (10) days duration or less and maintain their position on the "Available for Work" list.
- 11.10(d) If any of the above events occur, the Employee, in order to be again available for referral, must again register for employment on the "Available for Work" list. A Member, who, without good cause rejects more than one (1) referral, shall be removed from the "Available for Work" list. A 'good cause' is defined as: unavailable for work due to disability, illness, caring for a family member, vacation, or being on out of area work.
- 11.10(e) An Employee may be called back, by name, if they have worked for an Employer within the last twenty-one (21) days, unless the Member is already dispatched.
- 11.11 When those on the "A1" list have all been referred out, then "A2" list will be utilized on the same terms. When the "A2" list is exhausted, the "B" list will be utilized on the same terms. When the "B" list is exhausted then the "C" list will be utilized on the same terms. When the "C" list is exhausted, the "D" list will be utilized on the same terms. Employers may deviate from this order within the A1, A2, B or C lists to maintain the Apprentice/Mechanic Ratio described in ARTICLE XIV- APPRENTICE-MECHANIC RATIO. At the discretion of the Business Manager or Authorized Representative, and depending on the scope of work, Helpers may be included in this ratio.
- 11.12 All Workers with four (4) full years or more of experience in the trade within the last ten (10) years, who can pass a regularly scheduled Mechanics' Examination given by the Joint Hiring Committee, shall be regarded as Journeymen Mechanics.
- 11.13 For the purpose of employment as individual Employees, all Union Officers and Employees, who are Members of the Union, shall be deemed to be employed at the trade with the intent of this Section being to provide that upon returning to actual employment of any individual Employer, they do so with the same rights as if they had continually worked for individual Employers.

- 11.14 The Employer retains the right to reject any job applicant referred by the Union. When an Employee is rejected for employment, the Employer will state in writing to the Hiring Hall Office within twenty-four (24) hours the reason(s) for rejecting that specific Employee. No other Employees will be referred until the letter rejecting the job applicant is received at the Union Office. No Employee shall be discriminated against for activity for or against the Union. If drug testing is required, show-up time will not be paid to an Employee for a failed test, however, the Employee will be paid for actual hours worked.
- 11.15 An up-to-date and accurate "Available for Work" list shall be furnished to each Signatory Employer weekly. The Union will furnish, upon request, an accurate "Available for Work" list. Members with "good cause" reasons that are temporarily unavailable for dispatch, will be removed from the accurate "Available for Work" list. At such time that these Members become available, they will be replaced on the accurate "Available for Work" list in the same sequence that they were removed.

ARTICLE XII - WORK STOPPAGES

- 12.1 Upon all work performed by the Employers signatory to this Agreement and covered by this Agreement, or performed by their subcontractors, there shall be no stoppage of work on account of a jurisdictional dispute. If any jurisdictional dispute arises, it must be settled in accordance with any procedure established by the Building and Construction Trades Department of the American Federation of Labor Congress of Industrial Organizations under its plan for the settlement of jurisdictional disputes in the Building and Construction Industry and any successor plan. The parties' signatory hereto agree to comply with the terms of the jurisdictional settlement immediately.
- 12.2 There shall be no lockouts except when of a general nature and ordered by a Building Trades Employers Association. There shall be no strikes except when of a general nature and ordered by a Building and Construction Trades Council with the approval of the International Association of Heat and Frost Insulators and Allied Workers. Trade disputes or grievances shall be settled without cessation of work, and in cases where the parties to this Agreement fail to agree the matter in dispute, shall be referred to the Joint Trade Board.

ARTICLE XIII - PICKET LINES

- 13.1 It shall not be a violation of this Agreement, and it shall not be cause for discharge, replacement, or disciplinary action if an Employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary sanctioned picket line sanctioned by Local No. 36 or the local Building Trades, including the primary sanctioned picket lines at Employers' places of business. Nor shall it be a violation of this Agreement for any Employee to refuse to perform services for any Employer or other persons whose employees are on strike and which service, but for such strike, would be performed by the employees of the Employer, or person on strike.

ARTICLE XIV - APPRENTICE - MECHANIC RATIO

- 14.1 The ratio of Apprentices may equal but not exceed a ratio of one (1) Apprentice to three (3) Mechanics employed in a shop. Only with the consent of the Business Manager or Business Agent, prior to the commencement of work in special cases of emergency, shall an Apprentice execute work unless in company of a Mechanic. In all such cases the Employer and the Business Agent are to be notified immediately. An Apprentice is to receive their regular rate of pay working alone when that is not as a result of Employer action. If by Employer action, an Apprentice works alone, they will receive the Mechanics' rate of pay, and the Union Office is to be notified by the Employer and the Apprentice working alone.

ARTICLE XV - TRAINING

- 15.1 The Employers and Union agree that it is of the utmost importance to the industry that the apprenticeship and training program be utilized to its maximum to provide quality-training programs for all segments and areas of the industry in order to qualify and maintain a skilled workforce. To that end, Local No. 36 and the Association agree to the following items:
- 15.1(a) The Joint Apprenticeship and Journeymen Training Committee shall establish rules and regulations for Employee required training in order to perform work described in ARTICLE IV- WORK COVERED.

- 15.1(b) The Union will establish a mandatory eight (8) hour minimum per year skills training program for Mechanic Members. Training such as Foreman Training, CPR, First Aid, Ammonia Awareness Training, Confined Space Training, and Mobile and Stationary Equipment Training (i.e., scissor lift etc.), will be the financial responsibility of the Employer.
- 15.1(c) During the first year of this Agreement, the Union and the Joint Hiring Committee will establish and implement an evaluation process, including a written exam, evaluation form, and create a field application exam. The Joint Hiring Committee will meet prior to March 22nd, 2023, to review written exams and evaluation form completion status of all Journeymen. After March 22nd, 2023, the Union and the Joint Hiring Committee will implement the field application exam to all Journeymen, to be completed by January, and no later than February 2024, and review all evaluations forms and exams. The purpose of these reviews shall be to assess and assign each Mechanic Member a required training curriculum for the following years.
- 15.1(d) The evaluation and minimum eight (8) hour participation in assigned curriculum shall directly relate to the Work Description in Article 4.1 & 4.1(a) of this Agreement. Evaluation forms will come from Union Designated Representatives, and Employer Designated Representatives. These evaluations will occur annually or upon any reduction in force, and they will be sent to the Union Hall by February.
- 15.1(e) All Journeyman, beginning April 25, 2022, must fulfill their evaluation and written exam requirements by February 2023 to be eligible for their March 2023 wage increase. All Journeymen must fulfil their assigned curriculum requirement, as determined by the by the Joint Hiring Committee and JATC, and each subsequent year of this Agreement to be eligible for their next wage increase.
- 15.1(f) If a Mechanic has not fulfilled the requirements of the upgrade evaluation/training, they will receive the expiring Journeyman wage rate until such time as they have met said requirements. This section will only apply to wages and shall not apply to the fringe

portion of the package. Upon written confirmation from the applicable training program, of a Journeyman's fulfillment of the up-grade training requirements, the affected Journeyman will be redispached at the current rate beginning on the first day of the month following notice from the Union.

- 15.1(g) The Employer will not provide Journeymen a wage increase if they have not fulfilled their mandatory upgrade training. 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. This does not apply to nontaxable benefits.
- 15.1(h) The Joint Hiring Committee and JATC will have the authority to resolve all issues pertaining to the mandatory journeyman upgrade training. Should the question of appropriateness of content arise, it shall be referred to the Joint Hiring Committee and JATC for resolution.
- 15.1(i) All Apprentices will take foreman training during their apprenticeship. If this training is not completed during their apprenticeship, they will be required to take this class first as their journeyman upgrade required training.
- 15.1(j) The Employers and the Union agree to participate in the "Professional Craftsman Code of Conduct" (PCCC), and the "Quality Control Craftsman" (QCC) developed by the International, and both parties further agree to participate in the Foreman Training Program developed by the International and/or the WICA Leadership Program.

ARTICLE XVI - AT WORK

- 16.1 The Union will adhere to the principle of a fair days work for a fair days pay and recognizes the Employers' desire to improve job productivity and efficiency for the betterment of the insulation industry. The Union and Employers will cooperate fully in utilizing new materials and approved methods to achieve these desired results.

- 16.2 Employees will be considered “at work” for a shop from the time they report to the jobsite or shop as directed. They shall proceed to and execute said work in a faithful, workmanlike manner and not quit until after reasonable notice has been given to the Employer. Local No. 36 further agrees that Employees on out-of-town operations, where board is paid, shall not leave a job in progress without reasonable notice, and shall not be an added expense to the Employer.
- 16.3 All Employees are expected to be on the job site, ready to begin work at the start of the “regular” workday and shall diligently ply their trade for the benefit of their Employer and the Union during the workday, except for during recognized lunch and relief breaks.
- 16.4 In the event an Employee is not able to report for work as assigned, they shall notify the shop prior to the start of the shift.
- 16.5 In the event a Worker is directed by the Employer to report to the shop or job and no work is available, four (4) hours show up time will be paid.
- 16.6 All attempts will be made by the Employer to make job assignments and job re-locations during regular working hours.
- 16.7 If an Employee is injured on the job and returns to work on light duty, or is on the Kept-on-Salary Program in the State of Washington, regardless of work being performed, Local No. 36 Health and Welfare and Pension Fringe Benefits shall be paid as stated below:
- 16.7(a) Pension Benefits- The Employer is required to pay the current hourly contribution rate to the Western States Insulators and Allied Workers Pension Trust for all hours worked, and
- 16.7(b) Health and Welfare- The Employer shall pay each month, the required premium to the Heat and Frost Insulators Local No. 36 Health Trust for a month of coverage for all Health and Welfare Benefits under the plan approved by the Joint Board of Trustees and upon approval of the Trust attorney. During the time that an Employee is receiving health coverage under this paragraph, the Employee’s reserve bank will be frozen.

- 16.8 Employees will be considered “at work” for a shop when required to do pre-employment orientation, drug testing, safety orientation, etc. Note: If Employees are on the clock, Employees will not be paid the additional fifty dollars (\$50) for drug testing.

ARTICLE XVII - TOOL LANGUAGE

- 17.1 Each Employer shall furnish their Employees, when required, upon signed receipt with name and model number, Employer owned tools including provided vehicles, phones, iPads, etc. Employees 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. Issued tools and equipment that are damaged or stolen must be reported immediately to the Foreman or Supervisor. Upon separation of employment, individual Employees shall pay for items not returned, less monetary depreciation of said items. Normal maintenance and repair shall be the Employer’s responsibility.
- 17.1(a) When working with stainless metals, the Employer shall provide the necessary hand tools to perform this work, or to replace such tools that have been worn out due to use on the job (tool for tool).
- 17.2 Toolboxes will be supplied on job sites when requested.
- 17.3 No dues-paying person shall lease, loan, or rent their own personal equipment to a contractor or Employer. Said act is subject to a fine to both the Employer and Employee.
- 17.4 It shall be a violation of this contract for any Member to use their automobile to transport Employer material or tools, other than personal hand tools, without permission from the Union Office. A fine shall be imposed by the Trade Board after notice of charges and a hearing. It shall also be a violation for the Employer to knowingly allow its Employees to do so; Such an act may result in a fine to both the Employer and Employee.
- 17.5 If an Employee is required to drive an Employer supplied vehicle, on or off the job site, it shall be kept in safe, operating, and legal condition with proof of current insurance. Employees must possess a current valid driver’s license to operate any Employer supplied vehicle.

- 17.6 There will be no additional cost to an Employee when driving a company owned vehicle, while doing company business.

ARTICLE XVIII - HOURS OF WORK

- 18.1 The “regular” workday shall be eight (8) hours between 6:00 a.m. and 5:00 p.m., except as provided in ARTICLE XX - SHIFT WORK.
- 18.2 There shall be a fifteen (15) minute break during each four (4) hour work period, which shall be paid. This break shall not take place during the first or last hour of each four (4) hour work period. Such breaks are to be taken at the place of work, except that, where the conditions of the place of work are too dirty, unsafe, or unhealthy to permit breaks, the breaks may be taken away from the place of work. There shall also be a ten (10) minute clean-up period, which shall be paid, when necessary, prior to lunch and at the end of the workday. Such cleanup is to be performed on the job site. Breaks and cleanup time shall not be used to shorten the workday or as a means to leave the jobsite before the scheduled quitting time.
- 18.3 After Employees have worked four (4) hours, there shall be a thirty (30) minute rest and lunch break, which shall be unpaid. In the event of continuing work beyond ten (10) hours, there shall be a full paid lunch break after the tenth hour has been worked, a thirty (30) minute paid lunch break will be taken, and every four (4) hours thereafter on each shift.
- 18.4 In the event of ten (10) hour shifts, there shall be a fifteen (15) minute paid break during each five (5) hour work period.
- 18.5 Starting and quitting time shall be called by site or company management. An Employees’ violation of starting time and quitting times shall result in a warning in writing; further violation will lead to discharge of the Employee.

ARTICLE XIX - OVERTIME AND HOLIDAYS

- 19.1 All labor in excess of the “regular” workday, on Saturday, Sunday and observed Holidays shall be known as overtime. Overtime shall be paid for if ordered by the Employer. Time and one-half (1 ½) shall be paid in excess of an eight (8) hour workday. Sundays, holidays, working over

twelve (12) hours Monday through Friday, and after ten (10) hours on Saturday, shall be paid at double (2 times) the regular hourly rate of pay. For intentionally failing to pay or report appropriate overtime hours by Employer and the employee, both shall be subject to a fine. Overtime rates of pay will continue if there is not at least eight (8) hours off between shifts.

19.1(a) Overtime crews on a job shall be chosen from the people currently working on that job. All persons working on the job where the overtime is to be worked will be notified that overtime is being worked.

19.2 The observed holidays are:

New Year's Day
Memorial Day
Independence Day
Veterans Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Eve Day
Christmas Day

19.3 If a person is required to work on an observed holiday, they shall be paid two (2) times the hourly rate.

19.4 No work shall be performed on **Labor Day** except in special cases of emergency and then only when triple (3) time is paid.

19.5 Holidays that fall on Saturday shall be observed on the preceding Friday. Holidays that fall on Sunday, shall be observed on the following Monday.

19.6 The Employer may, at their option, establish ten (10) hour shifts for a minimum of any four (4) consecutive scheduled workdays, Monday through Friday, without being required to pay overtime. Once a shift is established on a project, it shall continue for the duration of the job, except when beyond the control of the Employer. Failure to provide the four (4) day minimum shall require overtime be paid for each day of the incomplete shift at the rate of time and one-half (1½) for hours in excess of eight (8) hours per day, and the double-time (2 times) rate for hours worked in excess of ten (10) hours per day. If, because of

circumstances beyond the Employers control an Employee cannot work four (4) consecutive days, the preceding sentence shall not apply. In the event a holiday falls on Tuesday, Wednesday, or Thursday, an Employee shall be paid subsistence for the holiday, provided they work their scheduled shift before and after the holiday; however, the four (4) day minimum shall not apply. Three (3) ten (10) hour days at straight time may be worked during Thanksgiving week and four (4) days subsistence shall be paid. Four (4) ten (10) hour day's may be established in Zones 1, 2, and 3 either Monday through Thursday or Tuesday through Friday, without being required to pay overtime. Once a shift is established on a project, it shall continue for the duration of the job except when beyond the control of the Employer. In Zones 1, 2, 3, 4, and 5, Monday through Thursday, where four (4) tens (10's) have been established, any hours over ten (10) hours, Monday through Friday, are to be paid at the overtime rate of time and one half (1 ½) up to ten (10) hours. Any hours exceeding twelve (12) hours are to be paid at the overtime rate of pay which is double-time (2 times). Friday and Saturday are required to be paid at the overtime rate of time and one-half (1 ½) up to ten (10) hours. All hours exceeding ten (10) hours are to be paid at the double-time (2 times) rate. Sunday and all established holidays are to be paid at double-time (2 times) rate all day. In no event will there be any make-up days.

19.6(a) If an Employer requires an Employee to transfer from an established four (4) day, ten (10) hour day shift to a standard eight (8) hour day shift midweek, or from an established eight (8) hour day shift to a four (4) ten (10) hour day shift midweek, or does not provide the established four (4) day minimum, then the Employer shall pay all applicable overtime rates for hours worked beyond eight (8) on the established four (4) day, ten (10) hour day shift, unless beyond the control of the Employer. Any hours worked beyond forty (40) hours will be paid at the overtime rate.

19.7 In the event holidays fall on a Tuesday, Wednesday, or Thursday, the Employee shall be paid for subsistence in Zone 4 and Zone 5 for that holiday, regardless of whether work is performed by the employee on the day before and after said holiday.

19.8 Weeks with a holiday are thirty-two (32) hour workweeks with the exception of Thanksgiving week in which thirty (30) hours may be worked. All hours in excess of thirty-two (32) hours will be paid at the applicable overtime rate.

ARTICLE XX - SHIFT WORK

20.1 Shift work shall be permitted on the following basis:

- 20.1(a) A normal day shift shall be known as the No. 1, 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 the 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.
- 20.1(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.
- 20.1(c) All No. 2 and No. 3 shifts will be worked at fifteen percent (15%) over the regular hourly rate.
- 20.1(d) The No. 1 shift shall be an eight and one-half (8½) hour period, less thirty (30) minutes for a meal on the Employee's time. Pay for a full shift period shall be a sum equivalent to eight (8) times the regular hourly rate.
- 20.1(e) The 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%).
- 20.1(f) The 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%).

- 20.1(g) Hours worked in excess of a full shift period shall be paid in accordance with ARTICLE XIX - OVERTIME AND HOLIDAYS. Overtime is to be calculated on the shift rate plus differential.

ARTICLE XXI - LAY-OFF OR TERMINATION

- 21.1 No Worker(s) will be laid off except by a company representative, on the job site, during regular or overtime work hours, and said Worker(s) shall be given reasonable advance notice of such a lay-off. Reasonable advance notice will be at least one (1) hour. When Employees are laid off, they shall be paid in full, in cash or other legal tender, within twenty-four (24) hours.
- 21.1(a) When Employees are discharged, they shall be paid in full in cash or legal tender at the time of discharge.
- 21.2 When the work force is being reduced, the "D" list Heat and Frost Insulators shall be laid off prior to "C" list Heat and Frost Insulators. "C" list Heat and Frost Insulators shall be laid off prior to "B" list Heat and Frost Insulators, and "B" list Heat and Frost Insulators shall be laid off prior to the "A2" list Heat and Frost Insulators. "A2" list Heat and Frost Insulators shall be laid off prior to "A1" list Heat and Frost Insulators. All workforce reductions will follow the Apprentice/Mechanic ratio described in ARTICLE XIV- APPRENTICE-MECHANIC RATIO, unless a lay off is for cause. At the discretion of the Business Manager or Authorized Representative, and depending on the scope of work, helpers may be retained in lieu of "C" and "B" list Employees.
- 21.3 If the Employer cannot provide work within seven (7) calendar days, Employees shall return to the Hall and written notice shall also be sent to the Hall of the layoff. At the request of the Union, the Employers will provide weekly timesheets and/or payroll records to the Union office.
- 21.3(a) At the discretion of the Employee, if full-time employment is not available, they may return to the Hall with a layoff.
- 21.4 If an applicant who is not dispatched by name is laid off or terminated within one (1) week of dispatch, and prior to the conclusion of a project, then the next applicant dispatched to a project will be selected by the Union, without affecting the order of dispatch already established.

- 21.5 Should any Employee or job applicant receive a "Not Subject to Rehire" Termination Notice from an Employer upon termination or layoff, the Union Hiring Hall will honor such notice, provided the No Rehire Termination Notice is sent by certified mail to the individual with a copy to the Union Office within one (1) week of termination or layoff and the No Rehire Notice states the reason for the no rehire decision. A copy of the no rehire Termination Notice shall be sent by the Employer to the International Vice President.
- 21.5(a) If the Employee feels the No Rehire Termination Notice is unfair they must request a hearing from the Joint Hiring Committee in writing within one (1) week after receiving such a Termination Notice. The Joint Hiring Committee will impartially judge the evidence and make a decision within twenty-one (21) days of the request of the Employee. The Committee has final jurisdiction.
- 21.5(b) A sustained No Rehire Termination Notice will be valid for a six (6) month period; such notice can be re-evaluated upon the request of the Employee any time after six (6) months. At the time of re-evaluation, the no rehire can only be sustained by a majority vote of the Joint Hiring Committee. The Committee shall have the right to order re-training or re-qualification as a condition of rescission of a No Rehire Termination Notice. The first No Rehire Termination Notice is per the above language. If a second no rehire Termination Notice is received within twelve (12) months of receiving the first no rehire, it shall be valid for twelve (12) months.
- 21.6 Employers will execute disciplinary actions per their respective company policies, procedures, and forms. Employers without standard disciplinary/termination forms shall use the WICA standard forms. Employers will keep current policies, procedures, and forms on file with the Union relating to disciplinary actions.
- 21.7 It is solely the decision of the Business Manager on a "discharge for cause," as to whether it was for "just cause" or not. The Business Manager shall conduct a thorough investigation of the discharge and document their findings. If it is determined by the Business Manager to be for "cause", the Member shall appear before the Executive Board. The Executive Board does not vote on the first strike as it is not an official

hearing, but it will be documented in the Executive Board Minutes that the Member appeared and that the circumstances of the termination were heard. It will also be documented that the Member was informed that this was their first strike. Any Member who is discharged “for cause” twice will be charged by the Local Union Business Manager with violating ARTICLE XXIV- Offenses and Charges, Section 1(n) of the International Constitution and Bylaws, if the Business Manager concludes after investigation that both of the discharges were for “good cause.” Such charges shall be heard and tried by the Local Union Executive Board and governed by the procedures set forth in this article. Any Member who is discharged for cause three (3) times shall be charged by the Local Union Executive Board or Business Manager with violating ARTICLE XXIV- Offenses and Charges, Section 1(n) of the International Constitution and Bylaws, if the Business Manager/Executive Board concludes after investigation that all three (3) discharges were for “good cause.” Such charges shall be filed with, and decided by, the General President and heard by the General President or their designated hearing officer. The penalty for such violations may include expulsion. Decisions of the General President issued pursuant to this Section may be appealed to the General Executive Board provided a notice of appeal is filed with the General Secretary Treasurer within thirty (30) days of the decision of the General President. The decision of the General Executive Board on appeal may be appealed to the next convention of the International Association.

ARTICLE XXII – WAGES

22.1 The employers agree to pay employees represented by the union at the following rates:
NOTE: Memorandum of Understanding

22.1(a) **JOURNEYMEN MECHANICS:**

Effective Date:

April 25, 2022

FRINGES:

Base Wage	\$57.17	Pension Fund	\$5.62
Forman	\$62.17	IAP Fund	\$2.30
General Forman	\$67.17	H&W	\$13.14
		HRA	\$0.75

Appr. Fund	\$1.20
OHH	\$0.01
Industry Fund	\$0.25
<u>LMCT Fund</u>	<u>\$0.05</u>
TOTAL	\$23.32

22.1(b)

APPRENTICES:

1 st Year (1 st six months)	45% of Journeyman Wages
1 st Year (2 nd six months)	50% of Journeyman Wages
2 nd Year	65% of Journeyman Wages
3 rd Year	75% of Journeyman Wages
4 th Year	85% of Journeyman Wages

FRINGES:

1 st Year (1 st six months)	Pension Fund	\$ 0.00
	IAP Fund	\$ 5.00
	H&W Fund	\$ 7.12
	Health Reimb (HRA)	\$ 0.55
	JATC Fund	\$ 1.20
	Occ. Health Fund	\$ 0.01
	Industry Fund	\$ 0.25
	LMCT Fund	<u>\$ 0.05</u>
	TOTAL	\$14.18

1 st Year (2 nd six months)	Pension Fund	\$ 0.00
	IAP Fund	\$ 5.00
	H&W Fund	\$11.09
	Health Reimb (HRA)	\$ 0.55
	JATC Fund	\$ 1.20
	Occ. Health Fund	\$ 0.01
	Industry Fund	\$ 0.25
	LMCT Fund	<u>\$ 0.05</u>
	TOTAL	\$18.15

2 nd Year	Pension Fund	\$ 0.00
	IAP Fund	\$ 5.00
	H&W Fund	\$11.09

Health Reimb (HRA)	\$ 0.55
JATC Fund	\$ 1.20
Occ. Health Fund	\$ 0.01
Industry Fund	\$ 0.25
LMCT Fund	<u>\$ 0.05</u>
TOTAL	\$18.15

3 rd and 4 th Year	Pension Fund	\$ 5.62
	IAP Fund	\$ 8.00
	H&W Fund	\$13.14
	Health Reimb (HRA)	\$ 0.75
	JATC Fund	\$ 1.20
	Occ. Health Fund	\$ 0.01
	Industry Fund	\$ 0.25
	LMCT Fund	<u>\$ 0.05</u>
TOTAL	\$29.02	

22.1(c) **HELPERS:** 40% of Journeyman Wages

FRINGES:	
JATC Fund	\$1.20
Industry Fund	\$0.25
LMTC Fund	<u>\$0.05</u>
TOTAL	\$1.50

22.1(d) Dues check-off will be seven percent (7.00%) of the total wage and fringe benefit package for all levels of workers for all hours worked. PAC fund is \$0.04 per hour worked.

22.1(e) The following are increases to the total package. For a current wage rate spreadsheet, please contact the Union office.

- April 25th, 2022 **\$2.75 INCREASE**
(+ \$0.08 Industry Fund Increase = \$2.83)
- April 3rd, 2023 **\$2.55 INCREASE**
- March 31st, 2024 **\$2.30 INCREASE**
(+ \$0.05 Industry Fund Increase = \$2.35)
- March 30th, 2025 **\$2.40 INCREASE**

- 22.2 A Foreman, which shall be a Heat and Frost Insulator, is required on all jobs where four (4) or more Insulators are used. The Foreman scale shall be five dollars (\$5.00) per hour above the Mechanics' scale.
- 22.3 A General Foreman, which shall be a Heat and Frost Insulator, will be required on all jobs when ten (10) or more Insulators are used. The General Foreman scale shall be ten dollars (\$10.00) per hour above the Mechanics' scale.
- 22.4 Payments of all wages and expenses shall be weekly on the job, by direct deposit as requested by the Employee, or by mail from the shop on the day designated by the shop as payday that shall not be more than three (3) days after the end of the workweek. Each shop must record its official payday and payroll period at the Union Office. Each paycheck must be postmarked no later than three (3) days after the payday of record. The penalty for late paychecks will be two (2) hours of pay for every twenty-four (24) hour period the paycheck is late. An Employee may pick up their check at the shop on the payday of record, but no earlier. Employers agree to register their official paydays within thirty (30) days of the signing of this Agreement. As of January 1, 2000, all pay stubs will show all Employee deductions.
- 22.5 Where the Union deems it necessary to protect its jurisdiction, the Union will, prior to the bidding process or issuing of a contract for a particular project, consider a modification of the wages as outlined in the current Collective Bargaining Agreement. However, any Employer who is not signatory to the Master Agreement, or who is delinquent in the payment of fringe benefits, will not be able to use this section.
- 22.6 It shall be the responsibility of the Employer to inform Employees prior to the commencement of work if there are any changes in conditions of work outside of the CBA such as reduced wages, fringes, or per diem. It is also the Employer's responsibility to inform Employees that they are working on a US Fund Job. It shall be the responsibility of the Union to inform Members prior to dispatch if they are being dispatched to a job with conditions outside of the CBA.

ARTICLE XXIII - OPTION CLAUSE

- 23.1 At the option of the Union any part of the negotiated package may be used for increases in Health & Welfare, IAP Pension, DBP Pension, Union Dues, Occupational Health, Health Reimbursement Account (HRA) and Apprenticeship & Training Trust contributions upon the approval and referral of the respective Committees of each Trust.
- 23.2 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 XXIV - UNION DUES AND VACATION SAVINGS PLAN

24.1 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 by a signatory Employer(s) under this Agreement, or under any preceding Labor Agreement with Local No. 36, and who has authorized the Employer in writing to do so at the rate of seven percent (7.00%) of the total wage and fringe benefit package, for all hours worked, based on the straight time rate. The total stipulated amount withheld will be deposited in the IBEW Federal Credit Union, Union Dues Payment Account (Heat and Frost Insulators and Allied Workers Local No. 36 General Account).

24.2 **UNION DUES:**

The union dues deposit shall be received at the office of the Trust Administrator or its depository financial institution no later than the twentieth day (12th) 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. Interest 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.

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. The Union may elect to pursue collection of union dues either through court or administrative proceedings or through the grievance procedure in this Agreement. The Union shall be entitled to an award of reasonable attorney's fees to enforce the payment of delinquent union dues in administrative or court proceedings. The time limits stated in ARTICLE XXVIII- TRADE BOARD for filing and processing grievances with the Trade Board shall not apply to grievances concerning delinquent union dues.

- 24.2(a) Failure to make the union dues 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(s) of a delinquent Employer.
- 24.2(b) Upon receiving Membership authorization, the Union may modify the amount of dues check-off by giving thirty (30) days advance written notice to the Employer.
- 24.2(c) An applicant or a Member who is delinquent in the payment of dues, and who is working for a signatory Employer, may be removed from the job at the Union's request after the applicant or Member has been notified by the Union of the delinquent dues and payment is not made.

24.3 **VACATION SAVINGS:**

A vacation account shall be established to withhold a stipulated amount from the wages of each Local No. 36 Employee at a minimum of one dollar and fifty cents (\$1.50) per hour for Mechanics and one dollar and ten cents (\$1.10) per hour for Apprentice Insulators (vacation and sick leave) and deposited in the IBEW Federal Credit Union, (individual employees Vacation Savings Account).

The vacation savings deposit shall be received at the office of the Trust Administrator or its depository financial institution no later than the twentieth (12th) 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. Interest 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.

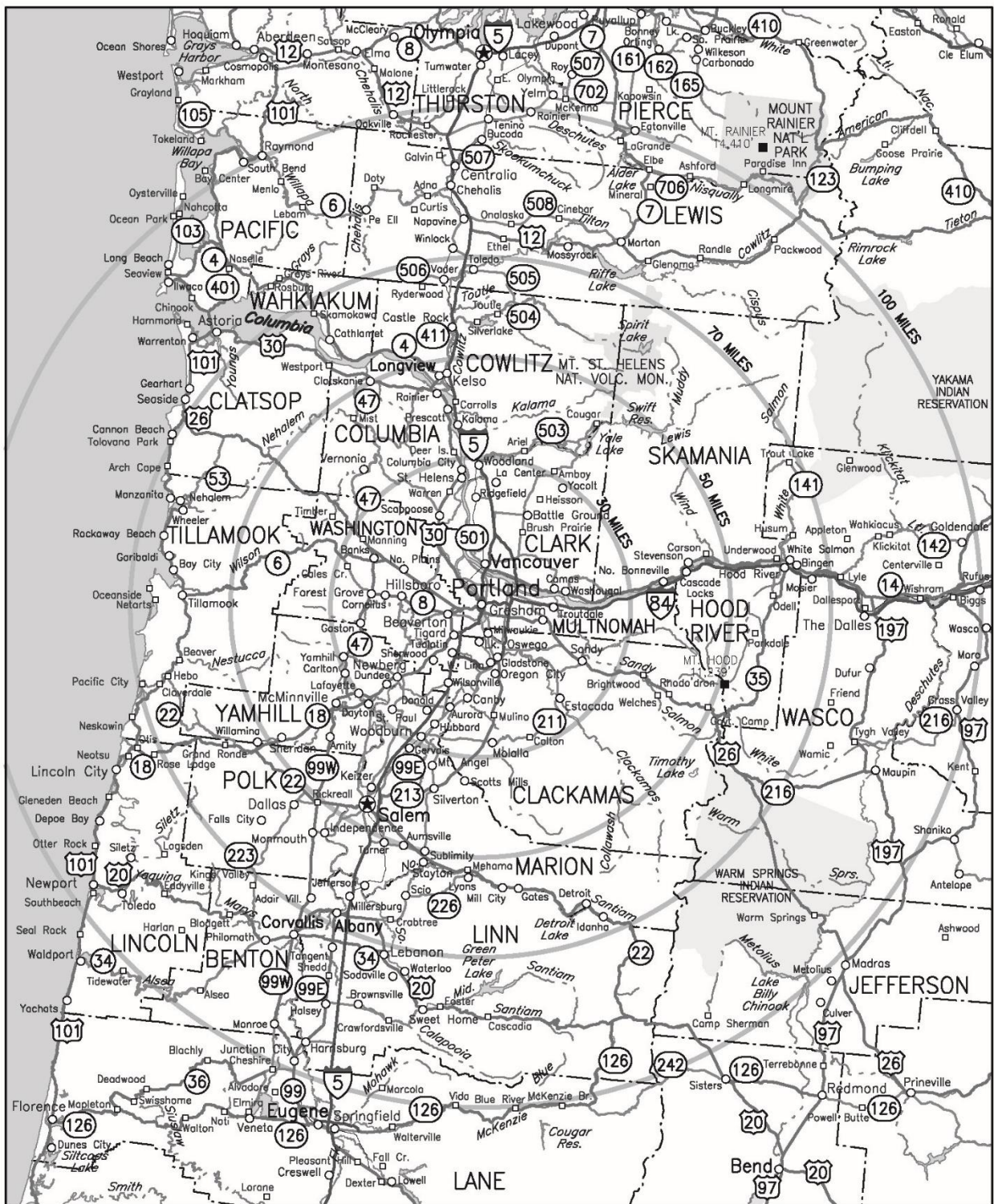
If it is necessary to file suit because of a delinquency, the Employer will also be assessed all reasonable costs, including court costs and attorney fees incurred in the collection process. The Union may elect to pursue collection of vacation savings deposits either through court or administrative proceedings or through the grievance procedure in this Agreement. The Union shall be entitled to an award of reasonable attorney's fees to enforce the payment of delinquent Vacation Savings Deposit in administrative or court proceedings. The time limits in ARTICLE XXVIII- TRADE BOARD for filing and processing grievances with the Trade Board shall not apply to grievances concerning delinquent vacation savings deposits.

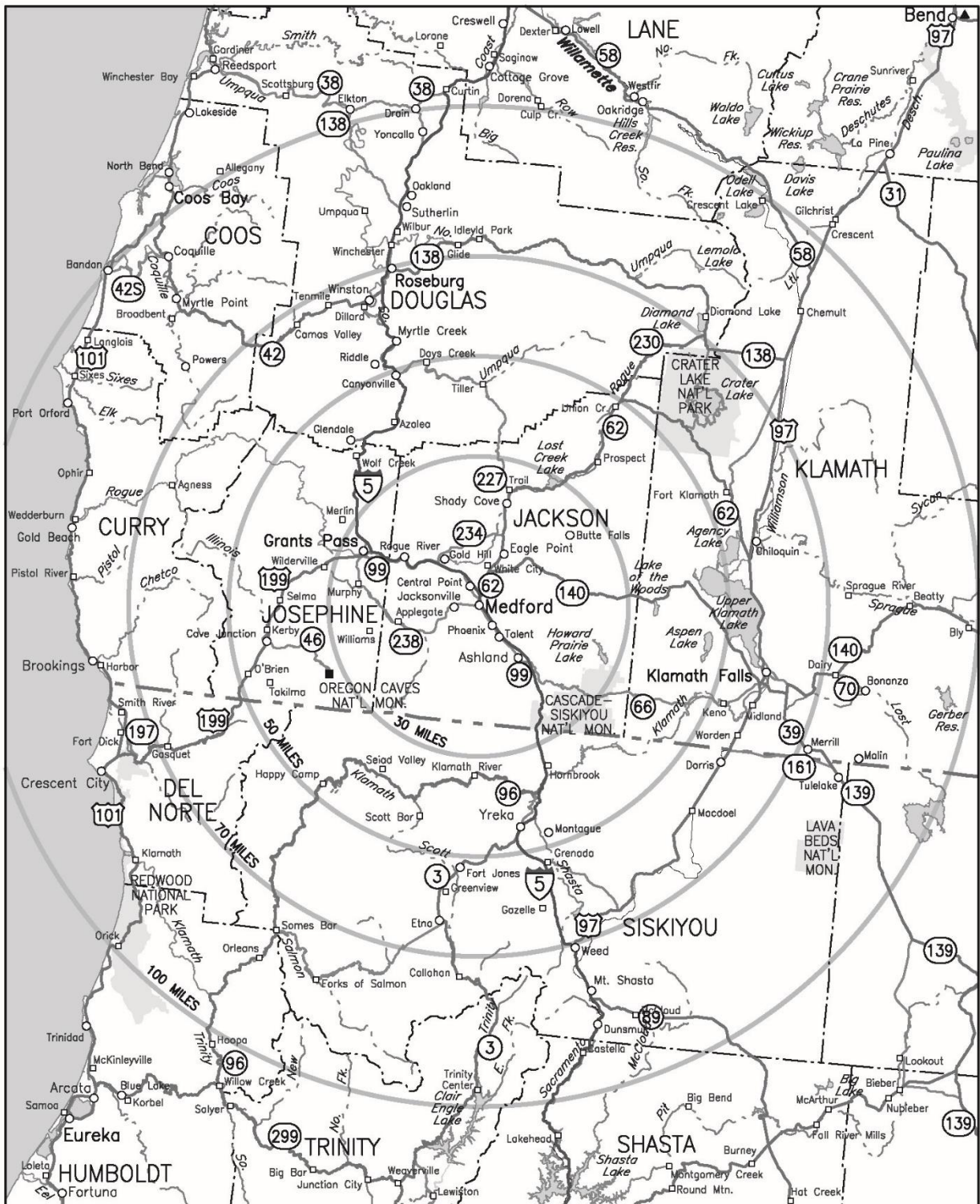
- 24.3(a) Failure to make the payments herein required, shall not be subject to the grievance, arbitration, or Trade Board procedure provided for in this Agreement. It shall not be a violation of any provision of any collective bargaining agreement, including any no strike or work stoppage provision, for the Local Union to refuse to man any job or to withdraw Employees from the job(s) of a delinquent Employer.

- 24.3(b) Vacation savings withholding amounts may be changed only at the time of referral: April 1st and October 1st.
- 24.3(c) Each Employee will be required to take a minimum of one (1) week off per year at a time mutually agreed on between the Employer and Employee.

ARTICLE XXV - SUBSISTENCE AND TRAVEL ALLOWANCE

- 25.1 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, Medford, or Hermiston Oregon, as the case may be. 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.





ZONE EFFECTIVE DATES

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

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

25.2 Applicable IRS Mileage is to be adjusted per the current IRS Standard Mileage Rates.

- 25.3 The Employer agrees to reimburse any Employee for actual automobile parking expenses where free parking is not available. Receipts for money spent must be submitted for reimbursement.
- 25.3(a) Metered parking will be reimbursed where free parking is not available. Costs will be turned in on a timecard.
- 25.3(b) If an Employee chooses to take mass transit in lieu of paid parking, they shall receive a three-dollar (\$3.00) reimbursement, not to exceed the cost of daily parking.
- 25.4 Bridge tolls incurred by an Employee in servicing the trade will be reimbursed by the Employer.
- 25.5 All Zones shall be paid on an hourly basis if less than eight (8) hours are worked, unless due to the Employers' fault. Union Officers doing Union business will not be subject to less than the daily rate.
- 25.6 In all Zones, if an Employee works more than one (1) job in the day, mileage between the job site shall be paid at the applicable annually adjusted IRS Mileage providing they are driving their 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.
- 25.7 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 rates established in this Agreement in Zones 2, 3, 4, and 5 based from the City Hall of the city in which they reside.
- 25.7(a) 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 the 5th Zone subsistence rate.
- 25.8 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 a job site. This distance will be computed from the center of the nearest town, or from the 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).

- 25.9 When Mechanics and/or Apprentices are directed by the Employer to work on projects in Zone 5 for one (1) day only, they will receive applicable IRS mileage from Portland to the job site location, or from job location to job location, if they are already working in Zone 5, and back to Portland, plus thirty dollars (\$30) a day for meals.
- 25.10 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.
- 25.11 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.
- 25.12 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.

ARTICLE XXVI - TRUST FUNDS

26.1 HEALTH AND WELFARE FUNDS:

The Employers agree to pay to the Trustees of the Local No. 36 Health and Welfare Trust Fund thirteen dollars and fourteen cents (\$13.14) cents as of April 25, 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.

- 26.1(a) Employers further agree to accept the Employer Trustees serving on the Board of Trustees, 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.

26.1(b) 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. Interest 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.

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

26.2 **WESTERN STATES PENSION TRUST FUNDS:**

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' Pension Fund and a medical examination plan known as the Western States Insulators and Allied Workers' Health Plan.

26.3 **DEFINED BENEFIT PLAN:**

The Western States Insulators and Allied Workers' Pension Plan shall be managed to the extent legally permissible, in a manner that avoids creation of withdrawal liability for any participating Employer. The plan

shall be terminated if two (2) consecutive annual actuarial valuations show that any participating Employer could incur withdrawal liability, unless the Board of Trustees has taken successful action to eliminate the withdrawal liability. Such action may include but is not limited to accepting appropriate allocations from existing Local Union wage packages (subject to applicable ratification by the Union Membership). If the pension plan is terminated, the hourly contribution to the pension plan will be redirected to the Individual Account Plan.

26.3(a) The Employer shall pay the sum of five dollars and sixty-two cents (\$5.62) per hour (including overtime) to the pension plan for each Journeyman Mechanic and entitled Apprentice employed under this Agreement. The amount of the contribution shall be increased as agreed to by the bargaining parties of the Western States Insulators and Allied Workers' Pension Fund. The increase in benefits will be deducted from the total hourly compensation and shall not be considered maintenance of benefits. The Employer shall pay such additional amounts per hour as may be determined by written agreement between WICA and the Conference. Any additional contribution shall be made by adjustment within the total hourly compensation under this Agreement.

26.3(b) Failure to make the defined benefit 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(s) of a delinquent Employer.

26.4 **INDIVIDUAL ACCOUNT PLAN:**

AMENDMENT dated March 28, 2011: Whereby The Western Insulation Contractors Association 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 1 year and 5 years of service in the industry.

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

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

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

- 26.4(a) The Union shall submit any changes no later than October 1st of each year. The level change shall be effective in 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 April 25th,2022:

Level I Apprentice Contribution Rate:

Level II rate for, 1st and 2nd year Apprentices, at \$2.30, plus \$2.70 for a total contribution rate of \$5.00 per hour worked, and 3rd and 4th year Apprentices at \$2.30 plus \$5.70 per hour for a total contribution rate of \$8.00 per hour worked.

Level II Mechanic Contribution Rate:

Level II rate at \$2.30 for a total contribution rate of \$2.30 per hour worked.

Level III Mechanic Contribution Rate:

Level II rate at \$2.30 plus \$5.45 per hour for a total contribution rate of \$7.75 per hour worked.

Level IV Mechanic Contribution Rate:

Level II rate at \$2.30 plus \$5.70 per hour for a total contribution rate of \$8.00 per hour worked.

Level V Mechanic Contribution Rate:

Level II rate at \$2.30 plus \$7.70 per hour for a total contribution rate of \$10.00 per hour worked.

- 26.4(b) 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.
- 26.4(c) Apprentices automatically move from Level I to Level II as soon as they complete the apprenticeship 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 ratified by the effected levels under a "Special Order of Business" at the October Union Meeting annually.
- 26.4(d) 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.

- 26.4(e) Notwithstanding any provision herein to the contrary, the contribution levels to the defined benefit 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.
- 26.4(f) Foreman 1, Foreman, General Foreman, and overtime rates are to be established by the base wages as outlined in ARTICLE XXII – WAGES.
- 26.4(g) 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(s) of a delinquent Employer.

26.5 **WESTERN STATES OCCUPATIONAL HEALTH PROGRAMS:**

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.

- 26.5(a) 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.

26.6 **GENERAL PROVISIONS:**

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. 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).

26.6(a) 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, transferees and assignments of the respectful parties hereto.

26.6(b) This Collective Bargaining Agreement incorporates and makes part of this Agreement, the following Agreements between WICA and the Conference:

- The Memorandum of Agreement, executed on April 21, 1992, effective from January 1, 1992 through December 31, 1997.
- The Letter of Understanding clarifying the Memorandum of Agreement, executed April 21, 1992.
- The Agreement to Extend Memorandum of Agreement, executed on February 20, 1998, effective from January 1, 1998 through December 31, 2000 and,
- The Second Agreement to Extend Memorandum of Agreement, 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.

26.6(c) 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. Interest 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.

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

26.6(d) 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.

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

26.7 **APPRENTICESHIP AND TRAINING TRUST:**

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 ninety cents (\$0.90) – beginning April 25, 2022, on all hours worked by each Employee performing all types of work, which contributions 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 the 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.

26.7(a) 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. Interest 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.

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

26.7 (b) 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.

26.8 **INSULATION INDUSTRY FUND:**

The Insulation 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 twenty-five cents (\$0.25) per hour worked by Employees covered under this Agreement into said Insulation Industry Fund. All contributions shall be made at the times and in the manner prescribed by said Trust. For the purpose of administering this fund, the individual Employer by becoming signatory to this Agreement does hereby designate the Employer Trustees to act as their agent in all matters concerning said Trust Fund. The purposes of the fund include the 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.

26.8(a) It is agreed that the funds within the control of the Insulation 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 insulation contractors to operate as non-union or as double-breasted employers.

26.8(b) 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. Interest 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.

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

26.8(c) 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.

26.9 **GENERAL PROVISIONS FOR ALL TRUST FUNDS:**

All contributions by the Employer required under ARTICLE XXVI- TRUST FUNDS to any trust fund mentioned in ARTICLE XXVI- TRUST FUND, 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.

26.9(a) 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(s) or to withdraw employees from the job(s) of a delinquent Employer.

26.9(b) 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. The respective Board of Trustees shall provide thirty (30) days advance written notice of such modifications to all signatory Employers.

26.9(c) The Union and Employer 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

26.9(d) **BONDING REQUIREMENTS**

All Employers signatory to a Collective Bargaining Agreement requiring contributions to the Western State Insulators & Allied Workers' Pension Plan, Western States Insulators & Allied Workers' Individual Account Plan and /or the Western States Insulators & Allied Workers' Health Plan, shall be required to procure a surety bond or cash bond to ensure prompt payment of fringe benefits. Either a bond or cash shall be deposited with the Fund Administrator of Western States Insulators & Allied Workers Pension Trust Fund, as custodian.

Any new Employer shall have thirty (30) days to get a bond after they have signed a Collective Bargaining Agreement or any other agreement requiring contributions to the Western States Insulators & Allied Worker's Pension Plan, Western States Insulators & Allied Workers' Individual Account Plan and/or the Western States Insulators & Allied Workers' Health Plan.

26.9(e) **BOND AMOUNTS**

The amount of the bond shall be based on the average number of Employees in the preceding twelve (12) month period. For new Employers, the number of Employees shall be based on the number of the Employees employed at the time this Collective Bargaining Agreement or any other agreement requiring contributions to the plans is signed.

Number of Employees	Bonding Dollar Amounts
3 – 10	\$ 30,000
11 – 20	\$ 60,000
21 – 50	\$ 90,000

51 +	\$ 250,000
Out of Conference	\$ 250,000
Out of Country	\$ 500,000

If there is a conflict between the Trust Funds' Bonding Procedures and any collective bargaining agreement, the Trust Funds' Bonding Procedures shall govern.

Employers that perform work in multiple jurisdictions may satisfy the above bonding requirements by obtaining bonds that in aggregate, satisfy the required amounts or by any other appropriate arrangement as may be approved by the Trustees.

26.9(f)

LAPSE OF BOND

If an Employer allows their bond to lapse or be cancelled, the Employer and the Local Union shall be notified of such occurrence by the Trust Fund Office. If a new bond or renewal of the original bond is not delivered to the Trust Fund Office within thirty (30) days, a one-hundred-dollar (\$100.00) fine shall be imposed, payable to the Trust Fund. Additionally, the Trust Fund may not accept that Employer's contribution until the bond is placed and delivered to the Trust Fund Office.

26.9(g)

BONDING REPORTS

The Trust Fund Administrator shall maintain a record of all surety bonds in place for all Employers based upon this Bonding Procedure.

26.9(h)

EXECUTION OF BONDS

The local area Health and Welfare Collection Counsel will have the authority to collect upon the bonds for delinquent Employers unless the Board of Trustees directs them not to do so.

26.9(i)

AUTHORITY

The Board of Trustees shall have the authority to modify these Bonding Procedures in whole or in part for any Employer, based on the Employers facts and circumstances, at the Trustees' sole discretion.

Employer acceptance of these Bonding Procedures and its duty to be bound to the same, shall be evidenced by an executed Participation Agreement, Acceptance of Trust, and/or by being signatory to a Collective Bargaining Agreement that requires contributions to the Western State Insulators & Allied Workers' Pension Plan, Western States Insulators & Allied Workers' Individual Account Plan, and /or the Western States Insulators & Allied Workers' Health Plan on or after January 1, 2017, unless otherwise approved by the Board of Trustees.

26.10 LABOR-MANAGEMENT COOPERATIVE TRUST:

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

- 26.10(a) For each hour worked, by an Employee, the Employer shall make a contribution of five cents (\$0.05) to the LMCT Fund. These funds will be sent to the LMCT Fund on a monthly basis via the Local Union Financial Secretary Monthly Financial Report.
- 26.10(b) For the purpose of this article, each hour worked shall be counted as hours worked for which contributions are payable.
- 26.10(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 (HMH) in the following classification: Journeymen, Apprentices, Helpers, Trainees, and probationary Employees.
- 26.10(d) The Employer and Union signatory to this Agreement agree to be bound by and to this Agreement and Declaration of Trust, as amended from time to time, establishing the LMCT Fund.

ARTICLE XXVII - SAFETY

- 27.1 No Employee shall work in any hazardous area nor in extreme heat unless in the company of another person. No Employee will be penalized for refusing to work in hazardous areas. Safety and health conditions pertaining to our industry shall be in compliance with current state, federal, and OSHA regulations.
- 27.2 When necessary, Employers shall provide paper coveralls to Heat and Frost Insulators when following asbestos abatement projects.
- 27.3 The Employer shall provide protective clothing when work is performed in hazardous chemical areas.
- 27.4 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 shows evidence of a pulmonary function test (which is covered under the Multi-Phasic Physical) and a fit test for the respirator being used.
- 27.5 The Union and the Employer agree to continue dialogue regarding safety training to be arranged by the JATC. The discussion will cover costs, flat rates, reimbursement, and required training.
- 27.6 If a dispatched Worker of Local No. 36 has a recordable lost-time injury, the Employer is requested to notify the Union Office.
- 27.7 Gloves will be provided by the Employer at the request of the Employee.

ARTICLE XXVIII - TRADE BOARD

- 28.1 There shall be a Trade Board consisting of three (3) individuals representing the Employers, three (3) members of the Union, one (1) alternate for the Employers, and one (1) alternate for the Union. Said Trade Board shall have the right to investigate all labor operations of the parties to this Agreement within its prescribed limits so far as any of the provisions of this Agreement are involved, in connection with which any

question may arise, and for this purpose shall have the right to summon, question, and examine any party to this Agreement, or their representatives or agents, and to investigate and explore the problems of the insulation industry and make reports and recommendations concerning the same; to establish uniformly high standards of workmanship, and of service to the public and to promote the good of the industry in general.

- 28.2 To be valid, a grievance must be submitted in writing by the grievant to the Business Manager of Local No. 36 within ten (10) calendar days following the occurrence giving rise to the grievance, or if the occurrence was not ascertained, within ten (10) calendar days of first knowledge of the facts giving rise to the grievance. The Business Manager shall submit in writing to the Chairman of the Trade Board, within an additional ten (10) calendar days a request for a Trade Board hearing with a copy of the grievance including a description of the issues in dispute and contract provisions allegedly violated.
- 28.3 The Trade Board shall be governed by the following Bylaws:
- 28.3(a) Meetings shall be called by the Chairman of the Trade Board upon written request of either party.
- 28.3(b) Four (4) Members shall constitute a quorum; two (2) from each side, and neither shall cast more ballots than the other.
- 28.3(c) The vote on all questions of violations of this Agreement shall be held by secret ballot.
- 28.3(d) It shall require a majority vote to carry any question.
- 28.4 The Trade Board shall have the power to impose fines or penalties where agreed by vote, as provided for above, that any of the articles of the Agreement have been violated by either party to same. Such fines or penalties shall be imposed against either the party of the first part, or the party of the second part, as the case may be, and the Trade Board shall see that any fines or penalties so imposed are satisfied and the charitable disposition of money so collected shall be decided by the Trade Board.

- 28.4(a) When the Trade Board has found, after proper notice and hearing, that an Employer is guilty of a violation of any provision of this Agreement which requires the payment of wages, travel pay, mileage, subsistence, overtime, or show-up time, or any contribution to any Trust Fund, the Union may, in addition to the right to withdrawing the Employees from of such an Employer, or refusing to dispatch Workers as provided in ARTICLE XI - HIRING ARRANGEMENT for failure to pay as ordered by the Trade Board, ask the Federal Mediation Service to appoint an impartial arbitrator who, following their appointment, shall then conduct a hearing to which said Employer shall be summoned by due and proper notice. If such impartial arbitrator finds as a result of such a hearing that an Employer is not financially responsible, the Union may thereafter, at its discretion, withhold Employees from such Employers until such time as said Employer has satisfied any order of the Board to pay outstanding obligations, and has satisfied the impartial arbitrator that it has become financially responsible.
- 28.5 In the event of any dispute or matter which concerns the application or interpretation of the terms of this Agreement to any work about to be, or being performed by any Employer signatory to, or working under this Agreement, and which is properly brought before the Trade Board cannot be resolved by a majority vote of the Trade Board Members, any party to the dispute or any Member of the Trade Board may, by written notice to the Chairman of the Trade Board, require that the dispute be referred to an impartial arbitrator.
- 28.5(a) The arbitrator must be selected within ten (10) days of the written notice to the Chairman of the Trade Board. In the event an arbitrator cannot be agreed upon by the Trade Board members, 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 Labor and Employer Members of the Trade Board in turn until only one (1) name remains, who shall serve as the arbitrator.
- 28.5(b) The arbitrator shall meet with the parties within ten (10) days following the selection. They shall have the authority to interpret and apply the provisions of this Agreement but shall not have the

authority to amend or modify this Agreement or to establish or change any wage scale. They shall promptly and expeditiously issue their decision in the dispute in writing. The decision of the arbitrator shall be final and binding upon the Employers, the Union, and any affected Employee as well as upon the Trade Board. The arbitrator shall be paid by the parties hereto. The compensation and expense of the arbitrator and the arbitration shall be divided equally provided that each party shall bear the expenses with respect to its own witnesses and that the cost of any report or transcript shall be divided equally if furnished by mutual consent provided both parties request such report or transcript.

ARTICLE XXIX - JOINT HIRING COMMITTEE

- 29.1 The Trade Board provided for in this Agreement shall establish a Joint Hiring Committee composed of an equal number of Employer and Union members to supervise and control the operation of the job referral system herein. The Joint Hiring Committee is empowered:
- 29.1(a) To review hiring records monthly and establish any and all rules and regulations from time to time that it deems advisable, and for the operation of the job referral plan.
- 29.1(b) To hear and determine any and all disputes or grievances arising out of the job referral system including, but not limited to, grievances arising out of work registration, work referrals and the preparation of the referral registration list. Any applicant or registrant shall have the right to appeal any dispute or grievance arising out of, and relating to, the operation or functioning of the job referral plan, to the Joint Hiring Committee. The decision of the Joint Hiring Committee shall be final and binding on the Employee(s), Employer(s), and the Union.
- 29.1(c) To conduct examinations for qualifying the of Journeymen. All examinations given by the Joint Hiring Committee shall be fair, impartial, and in keeping with the standards of competency and skill possessed by workers in the industry. If any question arises as to the qualifications and competency of an applicant, the Joint Hiring Committee shall make the determination. Such determination shall be fair and impartial and without regard to applicants' membership or non-membership to the Union.

- 29.1(d) The Joint Hiring Committee shall meet and review organizing efforts prior to each labor-management meeting. The committee shall have access to review all documentation pertaining to transition agreements after they are signed. Any documentation that has been deemed confidential shall remain confidential.

ARTICLE XXXI - LABOR/MANAGEMENT COMMITTEE

- 31.1 It is agreed that there shall be a committee consisting of members appointed by WICA and Local No. 36 that will meet quarterly or as necessary to consider and discuss problems of the industry.
- 31.2 The Employer agrees to notify the Union of pertinent information on all jobs lost to non-union contractors, when possible.

ARTICLE XXXII - SAVINGS CLAUSE

- 32.1 Any portion of this Agreement found to be in violation of existing federal or state law shall become inoperative. The parties to this Agreement shall meet and adopt new substitute language. The balance of the Agreement shall continue in full force and effect until the date of expiration.

ARTICLE XXXIII – DRUG-FREE WORKPLACE

- 33.1 The Union and Employers agree to be bound by the terms and conditions of the drug testing program developed by both parties and to any amendments thereto. The drug level cutoffs shall reflect the federal guidelines. We will add prescription drug levels as they become available by the proper authorities. Employees will be paid fifty dollars (\$50.00) for pre-hire testing performed on their own time.

ARTICLE XXXIV - FINES

- 34.1 Employers that are found guilty and fined for violations of this Agreement will donate to the JATC that amount which is levied as the fine.
- 34.2 Members of the Union that are found guilty of violations of this Agreement and fined, will pay to the US Fund, the amount that is levied as the fine.

- 34.3 As per ARTICLE XVII – TOOL LANGUAGE (17.3) Any dues-paying person shall not lease, loan or rent their own personal equipment to a contractor or Employer. Said act is subject to a fine to both the Employer and Employee.
- 34.4 As per ARTICLE XVII - TOOL LANGUAGE (17.4) It shall be a violation of this contract for any Member to use their automobile to transport an Employer's insulating material, without permission from the Union Office. It shall also be a violation for the Employer to knowingly allow its Employees to do so. Such act is subject to a fine to both the Employer and Employee.
- 34.5 As per ARTICLE XIX – OVERTIME AND HOLIDAYS (19.1) - All labor in excess of the "regular" workday, on Saturdays, Sundays, and observed holidays shall be known as overtime. Overtime shall be paid for if ordered by the Employer. Time and one-half (1½) shall be paid in excess of an eight (8) hour workday. Sunday's, holidays, and work in excess of twelve (12) hours Monday through Friday, and after ten (10) hours on Saturday, shall be paid at double (2 times) the regular hourly rate of pay. Intentionally failing to pay or report appropriate overtime hours may result in a fine to both the Employer and the Employee.
- 34.6 As per ARTICLE XXII – WAGES (22.4) Payment of all wages and expenses shall be weekly on the job, by direct deposit as requested by the Employee, or by mail from the shop on the day designated by the shop as payday, that shall not be more than three (3) days after the end of the workweek. Each shop must record its official payday and payroll period at the Union Office. Each paycheck must be postmarked no later than three (3) days after the payday of record. The penalty for late paychecks will be two (2) hours of pay for every twenty-four (24) hour period the paycheck is late. An Employee may pick up their check at the shop on the payday of record, but no earlier. Employers agree to register their official paydays within thirty (30) days of the signing of this Agreement.
- 34.7 A violation of ARTICLE XXIV- UNION DUES AND VACATIONS SAVING PLAN (24.1 (a)), governing timely union dues deposits, shall be subject to a fine in addition to other remedies provided for in this Agreement.

34.8 A violation of ARTICLE XXIV- UNION DUES AND VACATIONS SAVING PLAN (24.2(a)), governing timely vacation savings deposits, shall be subject to a fine in addition to other remedies provided for in this Agreement.

ARTICLE XXXV – FAVORED NATIONS

35.1 The Union agrees that if during the life of this Agreement, it enters into any agreement with any Employer or group of Employers, on any particular job, in areas covered by this Agreement with WICA-OSW, in which more favorable terms or conditions are granted than are embodied in this Collective Bargaining Agreement, then the favorable terms and conditions in excess of the those recognized in this Agreement with WICA-OSW, shall be immediately available to any signatory Employer on that particular job. Such modified economic terms and conditions will be forwarded upon request to the WICA-OSW Chapter and may be used by all Signatory Contractors for those reported projects. All modified economic terms and conditions shall terminate upon all new and any unreported work, except change orders to existing contracts. This article does not apply to projects targeted through the US Fund. The Union agrees to only work under this WICA Master Agreement with all contractors and will offer no different agreement to any other contractor or group of contractors.

Effective this 24th day of April, 2022.

Signed at Portland, Oregon this 24th day of April, 2022.

WESTERN INSULATION CONTRACTORS
ASSOCIATION (WICA) OF OREGON
AND SW WASHINGTON, INC.




Robert Jeffries, President of WICA



Robert Bergman, Repres. of WICA

INTERNATIONAL ASSOCIATION OF
HEAT & FROST INSULATORS & ALLIED
WORKERS LOCAL UNION #36, (LOCAL 36)



Walt Caudle, Local 36 Business Mgr.



Ron B. Mathis, Local 36 Business Agent

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Zenith American Solutions

Health & Welfare Trust Office

Rick Woodard
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Victor Maldonado
VMaldonado@Zenith-American.com

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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

Roger Worthington – Attorney at Law

Phone: (503) 595-1033

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

History is a great teacher. Now everyone knows that the labor movement did not diminish the strength of the nation but enlarged it. By raising the living standards of millions, labor miraculously created a market for industry and lifted the whole nation to undreamed of levels of production. Those who attack labor forget these simple truths, but history remembers them.

Martin Luther King Jr.

Although it is true that only about 20 percent of American workers are in unions, that 20 percent sets the standards across the board in salaries, benefits and working conditions. If you are making a decent salary in a non-union company, you owe that to the unions. One thing that corporations do not do is give out money out of the goodness of their hearts.

Molly Ivins

The trade union movement represents the organized economic power of the workers...It is in reality the most potent and the most direct social insurance the workers can establish. Where trade unions are most firmly organized, there are the rights of the people most respected.

Samuel Gompers

The basic goal of labor will not change. It is -- as it has always been, and I am sure always will be -- to better the standards of life for all who work for wages and to seek decency and justice and dignity for all Americans

George Meany

A wise and frugal government, which shall leave men free to regulate their own pursuits of industry and improvement, and shall not take from the mouth of labor the bread it has earned -- this is the sum of good government.

Thomas Jefferson

Every advance in this half-century--Social Security, civil rights, Medicare, aid to education, one after another--came with the support and leadership of American Labor.

Jimmy Carter

Strong, responsible unions are essential to industrial fair play. Without them the labor bargain is wholly one-sided. The parties to the labor contract must be nearly equal in strength if justice is to be worked out, and this means that the workers must be organized and that their organizations must be recognized by employers as a condition precedent to industrial peace.

Supreme Court Justice Louis Brandeis

Where trade unions are most firmly organized, there are the rights of the people most respected.

Samuel Gompers

The story of the labor movement needs to be taught in every school in this land.... America is a living testimonial to what free men and women, organized in free democratic trade unions, can do to make a better life. We ought to be proud of it.

Vice President Hubert H. Humphrey, 1977 speech before the Minnesota AFL-CIO Convention

Our labor unions are not narrow, self-seeking groups. They have raised wages, shortened hours, and provided supplemental benefits. Through collective bargaining and grievance procedures, they have brought justice and democracy to the shop floor.

John F. Kennedy

Working people want a labor movement strong enough to help return balance to our economy, fairness to our tax system, security to our families and moral and economic standing to our nation.

AFL-CIO President Richard Trumka, May 20, 2011

It was working men and women who made the 20th century the American century. It was the labor movement that helped secure so much of what we take for granted today. The 40-hour workweek, the minimum wage, family leave, health insurance, Social Security, Medicare, retirement plans. The cornerstones of the middle-class security all bear the union label.

President Barack Obama, speech at Laborfest, September 6, 2010

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