

WORKING AGREEMENT

BETWEEN

**WEST VIRGINIA MASTER INSULATORS
ASSOCIATION**

AND

**INTERNATIONAL ASSOCIATION
OF
HEAT AND FROST INSULATORS
AND ALLIED WORKERS**

LOCAL UNION NO. 80

of Charleston, Huntington,
and Parkersburg, West Virginia

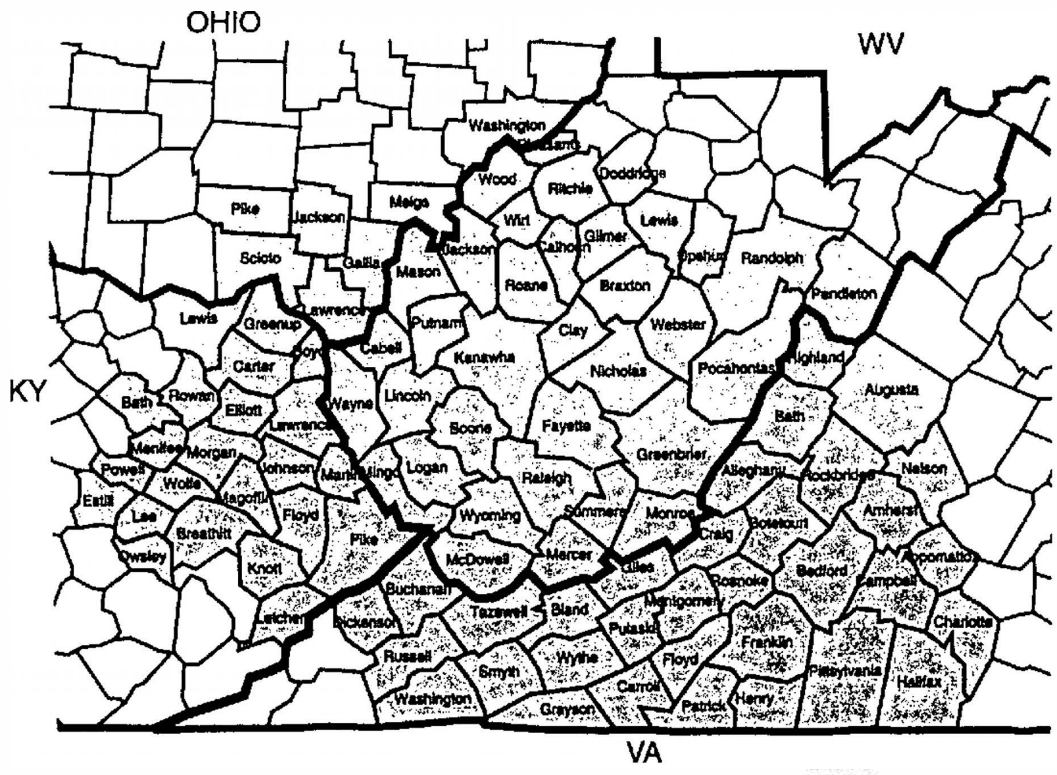
MEMBER OF
NIA
National Insulation
— Association —



EFFECTIVE: March 4, 2019

EXPIRES: March 7, 2022





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THIS AGREEMENT, made and entered into this 4th day of March, 2019 by and between the WEST VIRGINIA MASTER INSULATORS ASSOCIATION (hereinafter called the "Employer") and INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS LOCAL NO. 80 of Charleston, Huntington, and Parkersburg, West Virginia (hereinafter called the "Union").

**ARTICLE 1
RECOGNITION**

The Employer hereby recognizes the Union as the exclusive collective bargaining agent for Mechanics, Apprentices and all referral people who perform any of the duties as described in Article XI hereof.

It is mutually agreed, understood and acknowledged that the Heat & Frost Insulators & Allied Workers Local Union No. 80 is the sole and exclusive bargaining representative of all 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.

BASIC PRINCIPLES

The employer and the Union have a common and sympathetic interest in the insulation industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employers, the Union and the public. Progress in industry demands mutuality of confidence between the Employers and the Union and all will benefit by continuous peace and by adjusting differences by rational common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

**ARTICLE II
UNION SECURITY**

All Mechanics and Apprentices herein under members of the Union, now in the employ of the Employers, shall remain members of 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 on the earliest date provided by applicable Federal Law after their employment, or the date of this Agreement, whichever is later. This Article only applies to States allowing Union Security.

**ARTICLE III
JURISDICTION OF LOCAL 80**

It is hereby agreed that the provisions of this Agreement shall be binding upon the Employers individually, and as members of the Association, and upon the members of the Union within the territory covered by the counties of:

STATE OF KENTUCKY:

Bath	Estill	Lawrence	Martin	Powell
Boyd	Floyd	Lee	Menifee	Rowan
Breathitt	Greenup	Letcher	Morgan	Wolfe
Carter	Johnson	Lewis	Owsley	
Elliott	Knott	Magoffin	Pike	

STATE OF OHIO:

Gallia	Lawrence	Pike	Washington
Jackson	Meigs	Scioto	

STATE OF WEST VIRGINIA:

Boone	Jackson	Monroe	Roane
Braxton	Kanawha	Nicholas	Summers
Cabell	Lewis	Pendleton	Upshur
Calhoun	Lincoln	Pleasants	Wayne
Clay	Logan	Pocahontas	Webster
Doddridge	Mason	Putnam	Wirt
Fayette	McDowell	Raleigh	Wood
Gilmer	Mercer	Randolph	Wyoming
Greenbrier	Mingo	Ritchie	

STATE OF VIRGINIA:

Alleghany	Charlotte	Nelson
Amerst	Craig	Patrick
Appomatox	Dickenson	Pittsylvania
Augusta	Floyd	Pulaski
Bath	Franklin	Roanoke
Bedford	Giles	Rockbridge
Bland	Grayson	Russell
Botetourt	Halifax	Smyth
Buchanan	Henry	Tazewell
Campbell	Highland	Washington
Carroll	Montgomery	Wythe

The Employers further agree that on all operations outside of the chartered territory of the Union they will abide by the rates of pay, rules and working conditions established by the collective bargaining agreement between the local insulation contractors and the Local Union in that jurisdiction. Employers may send a Mechanic (job Foreman.) on any operation within the jurisdiction of another Local Union, and in the event of insufficient supply of local labor in the territory, such additional employees as may be necessary. Such employees shall receive, in addition to transportation costs, the wage rate and board allowance highest in either of the two locals, but shall receive fringe benefits such as: Medical, Pension Funds, Etc., of their home local, which shall be payable to their home local in accordance with its administration of same.

**ARTICLE IV
HOURS OF WORK**

The regular workday shall be eight (8) hours, between 7:00 a.m. and 5:00 p.m. The regular workweek shall be forty (40) hours between 7:00 a.m. on Monday and 5:00 p.m. on Friday. Employees shall be at job site at prearranged starting time and shall leave some eight (8) working hours later. Start and quit times may be changed by mutual consent between Employers and Union, not to exceed a regularly scheduled eight (8) hour day.

With notice to the Local Union, the Employer may schedule a four (4) day workweek at ten (10) hours per day. Ten (10) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Thursday inclusive, shall constitute a week's work. The regular starting time shall be seven (7:00 o'clock a.m. and the regular quitting time shall be five-thirty (5:30) o'clock p.m. Lunch shall be twelve (12:00) o'clock noon to twelve-thirty (12:30) o'clock p.m.

When shifts are required, the first shift shall work ten (10) hours at the regular straight-time rate. The second shift shall work nine and one-half (9 ½) hours and receive 10 hours at the regular straight time rate and \$.25 per hour shift differential. A thirty-minute lunch period shall be mutually agreed upon by the Job Superintendent and the Union Representative and shall not be considered as time worked. On shift-work, Fringes will be paid on hours paid at the straight-time rate.

All time worked before and after the established workday of ten (10) hours, Monday through Thursday, shall be paid at the rate of time and one-half. All work commencing with the beginning of the established workday on Fridays and/or Saturdays shall be paid at the rate of time and one-half. All work commencing with the beginning of the established workday on Sundays and/or holidays shall be paid at the rate of double-time. If, due to inclement weather or some other factor beyond the Employer control, it is not possible to work the scheduled four (4) ten (10) hour day work week Monday through Thursday, a ten (10) hour workday may be scheduled for Friday and all employees will be eligible to work. Time worked in excess of the forty (40) straight time hours in the workweek shall be paid at the overtime rate of time and one-half. Employees have the option of working the make-up day and must notify the Employer the day before.

By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed

for all or any portion of a particular job. The standard workday of ten (10) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

An employee who receives less than forty (40) hours of work (from the date of hire to date of termination), through no fault of his own, shall receive overtime pay for all hours worked in excess of eight (8) hours per day.

All disputes shall be settled in accordance with the grievance and arbitration procedure as outlined in this working Agreement. Fringe benefits shall be paid for all hours paid. This 4/10 language is applicable to all Agreements.

All other terms and conditions of this Agreement shall remain in full force and effect.

Employees shall be considered "at work" for a shop from the time they accept employment and they shall proceed to and execute said work in a faithful workmanlike manner and not quit or leave the job without due notice to the Employers. Mechanics in charge of out-of-town operations where board is paid shall complete the same before leaving shop of Employers. Complaints arising from inferior workmanship shall be referred to the Joint Trade Board and all found contributing to it penalized.

Employees shall be required to make corrections on improper workmanship for which they are responsible on their own time and during regular working hours. If employee refuses to make corrections, the complaint shall be referred to the Joint Trade Board for a final decision.

The employees shall receive a 15-minute work break in the morning and afternoon. The Employer and customers shall determine the time between 9:00 a.m. and 10:00 a.m. and 2:00 p.m. and 3:00 p.m.

Employees may proceed to change house or some other approved area designated by the Employers. The 15-minute work break shall include all travel time necessary and shall be rigidly observed by the employees.

**ARTICLE V
APPRENTICESHIP**

The ratio of Apprentices may equal but not exceed a ratio of one (1) Apprentice to Four (4) Mechanics employed in a shop. No Apprentice shall execute work unless in company with a Mechanic. The Employers and Union agree to administer an apprenticeship program that will be registered with the Bureau of Apprenticeship and Training, United States Department of Labor. This program will be administered by a Committee, hereafter called the Joint Apprenticeship Committee, which will consist of three (3) representatives and one (1) alternate representative of the Union and three (3) representatives and one (1) alternate representative of the Employers signatory to this Agreement. The Committee shall formulate and adopt a four-year Apprenticeship Program and institute other rules and procedures that will ensure only qualified and acceptable apprentices are retained in the program. Qualifications for acceptance to this program will be utilized to determine qualifications of applicants.

This program shall comply with relevant Federal, State, and Local laws and will be administered without regard to race, color, creed or national origin.

Apprentices shall be under the jurisdiction of the Joint Apprenticeship Committee.

Upon a reasonable request made to the Secretary of the Joint Apprenticeship Committee (J.A.C.) by the Union, for the need of apprentices, the J.A.C. will advise the Union within 48 hours of its approval or disapproval of the request. The decision of the J.A.C. will be final.

Such request shall specify the job location and the contractor requiring the apprentices. In the event that the J.A.C. does not render its decision within 48 hours, the Union shall have the right to transfer the apprentices required. All apprentices will comply with the guidelines agreed to between the Union and Employer members of the J.A.C. on August 31, 1994. A copy of these guidelines are attached and become a part of this Agreement.

Should the J.A.C. decide an audit be necessary of the J.A.C. Fund, the auditor shall be selected and under the direction of the J.A.C.

**ARTICLE VI
HOLIDAYS AND OVERTIME**

All hours performed in excess of the regular eight (8) hour work day, Monday through Friday, shall be paid at one and one-half (1 ½) times the straight time rate. All work on Saturday shall be paid at one and one-half (1 ½) the straight time rate. All work performed on Sundays and Holidays shall be paid at double the straight time rate. The observed holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving Day, and Christmas Day. No work shall be performed on Labor Day, Thanksgiving Day and Christmas Day, except in special cases of emergency and then only when triple (3) the rate of wages is paid.

When a holiday falls on Sunday, the following Monday shall be observed as the holiday, and when a holiday falls on Saturday, the Friday before shall be observed.

**ARTICLE VII
TRADE BOARD - GRIEVANCE PROCEDURE**

There shall be a Trade Board consisting of three (3) member Contractors of the Association and three (3) members of the Union and 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 for this Agreement are involved, in connection with which any questions may arise, and for this purpose shall have the right to summon, question and examine any party to this Agreement, or their representative or agent.

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.

In case any disputes arise, notice must be given in writing to the Secretary of the Trade Board by aggrieved party within thirty (30) days.

The Trade Board shall be governed by the following By-Laws:

- 1) Regular meetings shall be held quarterly in January, April, July and October.
- 2) Special meetings shall be called by the Chairman of the Trade Board on written request of either side, stating object for Which meeting is to be called, but no matters shall be Discussed at special meetings except those designated in Said written request.
- 3) Four (4) shall constitute a quorum, two (2) from each side, Neither shall cast more ballots than the other.
- 4) The vote on all questions of violation of the Agreement shall Be by secret ballot.
- 5) It shall require a majority vote to carry any question.
- 6) The Trade Board shall have the power to impose fines or Penalties where agreed by vote, as above provided, that any Of the Articles of this Agreement have been violated

by either Party to the same such fines and/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 moneys so collected shall Be decided by the Trade Board.

- 7) In the event the Trade Board deadlocks or is otherwise unable to resolve, President of the International Association Of Heat and Frost Insulators and Allied Workers and the President of the National Insulation and Association. Should these two (2) Presidents be unable to resolve any dispute, it will then be referred back to the parties for submission to arbitration upon due notice by either party to the other party to this Agreement. Such notice to arbitration must be given within thirty (30) days after the dispute has been referred back to the Trade Board.
- 8) Whenever any dispute has been referred to arbitration, as outlined in the preceding paragraph, the party requesting arbitration shall request a panel of five (5) Arbitrators from the American Arbitration Association to be submitted simultaneously to both parties for the selection of a single Arbitrator. The Arbitrator shall be selected from the panel submitted by the American Arbitration Association in the following manner:

Within ten (10) days after receipt of the panel of Arbitrators, Union's designated representative and the Employer's Selecting the Arbitrator by each party striking from the list

That the decision or award of such Arbitrator shall be final

Arbitrators have the authority to modify or amend the terms

Arbitration shall be limited to the Arbitrator's fees and Court reporters' costs, if any, but shall not include Attorneys' fees for either party

- 9) Whenever the Trade Board acts as an Appeal Board pursuant To the hiring practices which are established herein, the members of the Trade Board shall select a neutral arbitrator, as set forth in the paragraph eight (8) herein, who shall become a part of, and sit with, the Trade Board for the purpose of considering such appeals.

ARTICLE VIII SUBCONTRACT

Each Employer recognizes the Union's needs and the Union recognizes the Employer's needs; therefore, each Employer will continue to use bargaining unit employees and not sub-contract that work described in Article XII that has been traditionally and regularly performed by its employees, and we further agree that application of all new thermal insulation which may be a replacement for, or in addition to materials now being used, as legitimate claims of the trade of Local No. 80.

The Union agrees not to contract, sub-contract or estimate on work nor allow its membership to do so, nor to act in any trade capacity other than that of workmen. Local 80 agrees to notify the association in writing when any active member changes their status and goes on a withdrawal to perform in any capacity for a signatory employer other than a workman. This would include but not be limited to working as a superintendent, project manager, estimator, salesman, or any other position other than an active workman. Employees found violating this article shall be referred to the Trade Board for action.

It is also agreed that no member of a firm or officer of any corporation, or their representatives or agents shall execute any part

of the work of application of materials. Employers found violating this article shall be referred to the Trade Board for action. It is agreed that Local 80 members will not be permitted to attend bid meetings or job walk through for the purpose of providing an estimate or proposal without being accompanied by a company representative who is not an active member of Local 80. Furthermore it is agreed that no member of Local 80 will solicit contracts or work directly for a customer or provide formal estimates to a customer. All such activity must be performed by a company representative.

Each employee shall furnish and have the following list of tools:

- | | |
|---|-----------------------------|
| 1) 8" End Cutting Nippers | 10) Trammel Points |
| 2) Tool Box with Lock | 11) Hand Saw |
| 3) 12" Rule or Tape | 12) 6" Boning Knife |
| 4) Broad Trowel | 13) Linoleum Knife |
| 5) Throat Trowel | 14) V Notchers |
| 6) Wing Dividers | 15) Key Hole Saw |
| 7) Tool Pouch | 16) Lacing Needle |
| 8) General Purpose Shears | 17) Scratch Awl |
| 9) Left, Right, and Straight
Aviaton Snips | 18) Retractable Razor Knife |

An Employee reporting for employment without the above tools may not be hired at the discretion of the Employer.

The Employer shall reimburse workmen for any loss of personal tools and clothing, provided employee has such items in the change facility and/or tool box furnished by the Employer as per this Agreement, and proof of forcible entry is evident.

ARTICLE IX WAGE-FRINGE BENEFITS-CONTRIBUTIONS

The Employers agree to pay Mechanics, Apprentices, and temporary employees at the following rates:

West Virginia, Ohio, Kentucky & Virginia:

MECHANICS

Foreman	\$33.00	Wage Increase
Mechanic	\$32.00	\$1.50 (2019)
		\$1.50 (2020)
		\$1.50 (2021)
Medical	\$ 6.72	
Pension	\$ 7.03	
Apprentice Fund*	\$ 0.20	
Industry Fund*	\$ 0.06	
Supplemental Pension Fund	\$ 5.77	
Supplemental Medical Fund	\$ 2.24	
National Pension Rehab Fund	\$ 3.24	
National Apprentice Fund	\$.07	
Labor Management Coop Trust	\$.05	
TOTAL PACKAGE	\$57.38	
Substance Abuse	\$ 0.12 (.10 per hour for PMCA)	

DEDUCTIONS:

Dues check off (Of Gross)	-8%	-8%	-8%
Dues #2 Per Hour	-\$0.20	-\$0.20	-\$0.20

* Contractors not contributing to the Industry Fund are required to contribute a total of \$.35/HR to the Apprenticeship Fund.

The members of Local 80 who are qualified shall be given preference in the capacity of foreman. A minimum of one dollar (\$1.00) per hour above the Mechanics Rate of pay as set forth in the Agreement will be paid to all employees designated as foreman. When more than one foreman is required, one shall be classified as General Foreman and his rate of pay shall be established by mutual agreement between the employee and the Employer. Fourth (4th) year apprentices may be utilized as foreman on any commercial projects at the discretion of the employer. Also if Local 80 is unable to supply qualified Mechanics for supervision, the Employer may at his discretion appoint a fourth (4th) year apprentice on industrial projects.

West Virginia, Ohio, Kentucky & Virginia:

MECHANICS

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Apprentices shall receive the percentage of 50%, 60%, 70% and 80% of Mechanics base rate.

All Employers signatory to this Agreement and all others working under the jurisdiction of this Agreement shall deduct weekly from the employees check Union dues at 8% of the gross wages. The Union shall give sixty (60) days notice of any change in working assessment.

Effective March 4, 2019 each Employer shall contribute twenty cents (\$.20) per hour for the Joint Apprenticeship Programs for each hour worked on all employees covered by this Agreement. Effective February 27, 2006 all Employers shall contribute \$.05 to the National Apprenticeship Fund

MEDICAL & PENSION FUND CONTRIBUTIONS

National Asbestos Workers Medical Fund. The Employer shall contribute an amount per hour as determined by the Trustees of the Fund for each hour worked by each employee covered by this Agreement to the National Asbestos Workers Medical Fund. The current rate is **\$7.03** per hour.

Asbestos Workers Local Union No. 80 Supplemental Medical Fund. The Employer shall contribute **\$ 2.24** per hour for each hour worked by each employee covered by this Agreement to the Asbestos Workers Local Union No. 80 Supplemental Medical Fund.

National Insulation and Allied Workers Pension Rehabilitation Plan – The Employer will contribute **\$ 3.24** per hour to comply with the Rehabilitation Plan as established by the National Pension Plan. It is agreed that any additional contribution required under an approved Pension Protection Act Rehab Plan during the term of this agreement will be deducted from the employee's wages.

Asbestos Workers Local Union No. 80 Supplemental Pension Fund. The Employer shall contribute \$5.77 per hour for each hour worked by each employee covered by this Agreement to the Local Union No. 80 Supplemental Pension Fund.

Delinquent Payments Failure by any Employer to make payment to the National Asbestos Workers Medical Fund, the National Asbestos Workers Pension Fund, the Asbestos Workers Local Union No. 80 Supplemental Pension Fund, the Asbestos Workers Local Union No. 80 Supplemental Medical Fund, the Joint Apprenticeship Fund, the Industry Fund, the Substance Abuse Fund when due and declared delinquent by the Fund Administrator, shall be deemed a breach of this Agreement by the particular Employer concerned and the Union shall have the right to cease working for the Employer. The Union shall have the further right to enforce collection of all amounts due without processing a grievance through the Trade Board. The Union, however, shall have the discretion to process a grievance against a delinquent Employer in accordance with the procedure of the Trade Board Grievance Procedure contained in this Agreement.

**SAVINGS CLAUSE CONCERNING HEALTH,
MEDICAL & PENSION BENEFIT CONTRIBUTIONS**

In the event the Health & Medical Program or the Pension Program provided for in this Agreement and paid for by Employer contributions is reduced or eliminated because of governmental action, the net savings, if any, to Employer attributable to said governmental action shall be paid to the employee as wages computed as an increase in the hourly rate of pay. The increase, if any, shall be effective as of the first day the governmental action is effective. Net savings is hereby defined to be the difference between the Cost of the Employer contribution to Health & Medical or Pension as the case may be and the total cost to Employer of the governmental program which caused the reduction in or elimination of the Health & Medical Program or Pension Program, as the case may be. Net savings will be calculated as an average and the amount will be the same for each employee.

No man shall receive more money than another within his work classification when working with his tools except the man in charge of the job.

The monthly contribution from provided by Local No. 80 and the West Virginia Master Insulators Association must be transmitted with a check to the bank or other institution as shown on the monthly form mutually agreed upon between the Employers and the Union. Contributions must be received for deposit by the 15th day of the following month, with a penalty of 2% for late payment up to one month and 2% thereafter for each additional month. The monthly contribution from shall be mutually agreed upon and the cost of printing shall be borne equally between the Union and the Association.

Industry Fund: All Employers signatory to or working under this Agreement shall contribute to the Insulating Contractors Development Fund six cents (\$.06) per hour for each hour worked on all employees employed under this Agreement. This contribution shall be transmitted with and accounted for on the monthly report forms used for negotiated fringe benefits.

The Fund shall be used for the betterment of the Industry as determined and administered by the West Virginia Master Insulators Association and shall not be used in any way detrimental to the best interest of Local 80 and the International Association. It shall not be used in support of contractors in event of a strike, and shall not result in a direct financial benefit to any particular individual, firm or corporation. It shall be used for providing financial support for activities of construction industry management, particularly in the areas of public relations, public education, market development, personnel practices, labor relations and safety requirements under OSHA, and cost of printing this labor contract and the expenses of quarterly Trade Board meetings and all applicable travel expenses and registration fees for industry conventions and/or other industry events.

At the request of the Union, they will be furnished the regular annual report. If at any time, the Union questions the use of said

funds, the Union may request a reporting, if any report is requested other than the annual report, the expense of same will be borne by the Union.

**Heat and Frost Insulators and Allied Workers Labor
Management Cooperative Trust**

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

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

The Reporting and Contribution Form shall cover every employee subject to this Agreement on the payroll for all payroll weeks ending within the calendar month. The calendar month shall end at 12:00 midnight on the last Sunday of each month. Employers may utilize computer printouts for contribution reports but must

be in the format provided by Local No. 80 and the West Virginia Master Insulators Association. The Union shall furnish copies of the complete contribution form to the Association by the 20th of each month.

It shall be the responsibility of the employee to report time worked no later than Sunday midnight. Payment of all wages and expenses for the preceding week shall be one (1) hour prior to quitting time on Thursday if payment is made on the job. Checks mailed to employees in care of General Delivery at Post Office nearest the job site are considered payment on the job. In the event payment is not made by one (1) hour prior to quitting time on Thursday (where paid on the job) the employees will receive two (2) hours pay as penalty for late payment. If payment has not been made by 8:00 o'clock a.m. on Friday, the employees shall stand by on regular hours until paid. The employees shall have the option of having their paycheck mailed to their homes. If the employee exercises this option, then the above penalty shall not apply as long as his paycheck is postmarked by Wednesday p.m.

When employees are laid off or discharged, they shall receive all wages and expenses in full that day, provided Employers have sufficient time to prepare the payroll.

ARTICLE X
TRAVEL TIME AND EXPENSES

SECTION 1

Employees shall receive travel expenses as hereinafter defined:

- A) Parking expenses only in the business district of Charleston, Huntington and Parkersburg will be reimbursed upon presentation of paid receipts.
- B) When an employee reports to work as instructed by his Employer and weather conditions prevent his working, he

shall receive not less than two (2) hours show-up time – plus travel expenses, but he must remain on the job site at least two (2) hours unless he is excused by the foreman or person in charge of the work. If he works in excess of two (2) hours, he shall receive four (4) hours wages, plus travel expenses. If he works in excess of four (4) hours, he shall receive six (6) hours wages, plus travel expenses. If he works in excess of six (6) hours, he shall receive eight (8) hours wages, plus travel expenses. Hours worked in this Section shall mean all time spent on the job site at the Employers request.

SECTION 2

Employees on jobs outside the thirty (30) mile radius of Charleston, Huntington or Parkersburg City Halls shall receive expenses as herein defined:

Within thirty (30) to forty-five (45) mile.....\$15.00 per day
 Over forty-five (45) miles\$23.00 per day

Virginia

Within thirty (30) miles of Roanoke, VA City HallsFREE
 Over thirty (30) to fifty (50) miles.....\$12.00
 Over fifty (50) miles.....\$14.00

**ARTICLE XI
 WORK JURISDICTION**

This Agreement covers the rate of pay, rules and working conditions of all Mechanics, Apprentices and all referral people covered by this Agreement and employed by an Employer signatory to or Otherwise committed to abide by this Agreement, regardless of the location of their employment, within the jurisdiction of "Local No. 80, Charleston, Huntington, Parkersburg, WV and/or Roanoke, VA", when they are engaged in the preparation, fabrication, alteration, applications, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, removal, reconditioning, maintenance, finishing and/or weatherproofing

of cold or hot thermal insulation with such materials as may be specified when these materials are to be installed for thermal purposes in voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats, equipment or on any hot or cold surfaces for the purpose of thermal control. 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. 80, Charleston, Huntington, Parkersburg, West Virginia and/or Roanoke, Virginia".

**ARTICLE XII
FIRESTOPPING AND FIREPROOFING**

All sealing of sleeves, building penetration, holes, chases, passages or openings of any kind in concrete, metal or any other material by means of machinery, tools and equipment powered by any other method, the purpose of which is to seal after the passage, placing or installation of pipe, conduit, tubing or any other object passing through the above-mentioned openings, electric duct, etc. The purpose of which is to insure a fire rating commensurate with the manufacturer's specifications.

This is also to include all labor connected with materials, fire sealant, penetration seals, fire stops, grease duct, sound proofing systems, lead abatement, asbestos removal, thermo lag and related accessories on the job premises and all other such work that is within the jurisdiction of Local No. 80. This is also to include all labor connected with materials, fire sealant, penetration seals, fire stops, grease duct, sound proofing systems, lead abatement, asbestos removal, thermo lag and related accessories on the job premises and all other such work that is within the jurisdiction of Local No. 80. This agreement also covers the employment with fire stopping or fireproofing technicians, 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 fire stopping materials including but not

limited to in tumescent fire stop sealant, in tumescent fire stop blocks, elastomeric fire stop sealant, self-leveling fire stop sealant, trowel able fire stop compound, fire stop collars, composite sheets, putty pads, fire containment pillows, wrap stripes, putty sticks, fire stop mortar, fire stop mastic, refractory ceramic fiber blankets for kitchen exhaust and fire rated duct systems or other materials used in connection with labor and to include other fire protection materials such as boots and cable coatings which are connected with the handling or distrusting of all the above insulating materials or the repair and maintenance of all equipment on the job premises. The types of work shall include but not limited to top of wall, curtain wall, fire rated wall penetrations, grease ducts, stairwells pressurization systems, beam, columns and deck fireproofing, application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies in order to prevent the passage of fire, smoke or other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall and floor components and sealing of penetrating items and blank openings.

ARTICLE XIII

FURNISHING EQUIPMENT AND WORKING CONDITIONS

- A) Employers shall furnish gloves and saws to employees working with cellular glass insulation.
- B) The Employers shall supply all employees with coveralls and gloves when they are on spray jobs or on jobs where 55 or more gallons of cutback mastic are to be applied. Coveralls shall remain the property of the Employers and shall be turned in when work is terminated. After ten days continued work in cutback mastic, the Employers shall furnish clean coveralls.
- C) The use of swinging scaffolds and Boatswain Chair shall be discouraged.

- D) On any job expected to last five (5) days or more, a suitable tool box will be provided by the Employers; one that will house the workmen's personal tools and company equipment. A change facility with sufficient space for employee's work and street clothes and required necessities by agreement between the Business Agent and company Superintendent also shall be provided on jobs.
- E) The Union agrees there shall be no limitations or restrictions placed upon the individual working efforts of employees.
- F) Power equipment, banding equipment and staple guns will be furnished by the Employers with the understanding that the employee will sign for responsibility, and if lost due to negligence, the Employer shall be reimbursed at cost, providing suitable tool boxes are furnished on the job site.
- G) Local 80 also agrees that the written instructions in the worksheet furnished by the Employers to the workmen will take precedence over any other verbal or written instructions.
- H) When an employee works more than two (2) hours beyond the quitting time of his regular shift, he will be allowed a second thirty (30) minute lunch period with pay.
- I) Any employee absent for three (3) consecutive days or 3 days out of 30 calendar days without proper notice to his Employer shall be subject to dismissal for excessive absenteeism, at the Employer's discretion.

**ARTICLE XIV
UNION ADDRESS AND TELEPHONE**

The Union shall have a permanent address with telephone service where their Business Manager or Agent or authorized officer can be communicated with between 8:00 a.m. and 5:00 p.m. each working day for the purpose of answering inquiries and providing the necessary service to the trade.

**ARTICLE XV
BOND**

All Employers shall post a bond of \$100,000.00 or the amount required by the International Association of Heat and Frost Insulators and Asbestos Workers for Employers operating on a national or regional basis to Asbestos Workers Local No. 80. Such may be in default by the Company and due to any employee, trust fund or fringes covered by this Agreement.

A copy of each bond will be furnished to the Business Agent of Local No. 80. Such copies shall include effective date and shall provide that Local No. 80 be notified prior to any termination of such bond.

Local 80 agrees to forward a copy of the required bond for each signatory Contractor to the Association within 10 days from receipt of bond from Contractor.

This shall also be consistent with any future raise in bonding requirements by the International Association of Heat and Frost Insulators and Asbestos Workers.

Employers will show proof of State Compensation Risk number and/or name of insurance carrier.

No Employer shall be furnished employees of Local No. 80 for employment until the above bonding requirements have been fulfilled.

**ARTICLE XVI
HIRING AUTHORIZATION**

The employee in charge of a job shall not hire personnel in excess of the number authorized by the Employers without authorization by the Employer's office and/or his duly authorized superintendent, nor shall anyone report for work without this authorization.

Any person reporting to or found working on any job without such authorization will under no circumstances be considered an employee of the Employers and therefore will have no claim for payment against the Employers.

**ARTICLE XVII
HIRING PROCEDURE**

The union shall be the sole source of referral for employment under this agreement. THE MEMBERS SHALL NOT SOLICIT WORK!!!!!!

The Union shall maintain an out of work list showing all applicants for employment. Upon request the Union shall furnish A copy of the most current out of work list to the employers showing the names of employees available for work from the out of work list. The employers shall have the right but not the obligation to hire any applicant from the out of work list. The employer shall have the right to select any worker from the out of work list regardless of their place on the out of work list or classification.

Each applicant must be available for employment within twenty-four (24) hours after notice is given by the Union. Applicants for referral must register in person their availability for employment every thirty (30) days at the Local #80 Union office.

The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the union and such selection and referral shall not be affected in any way by rules, regulations,

by-laws, constitutional provisions or any other aspect or obligation of union membership policies or requirements.

If the out-of-work-list is exhausted and the union is unable to refer applicants for employment to the employer within forty-eight (48) hours from the time receiving the request, Saturdays, Sundays, and Holidays exempt, the employer shall be free to secure applicants without using the hiring procedure. The employer shall notify the business agent promptly of the name and social security number of such temporary employees.

ORGANIZED MEMBERS

In the event that a worker is organized from the non-union work sector, it shall be the duty of the Joint Apprenticeship Committee to evaluate the worker and slot them into the apprenticeship based on the evaluation and any previous work experience which may qualify them for the training credit.

The newly organized apprentice shall be indentured with the Department of Labor, Bureau of Apprenticeship and Training, with the credit received shown on their application. Once the apprentice is indentured, he/she is subject to the same rules as the apprentice who gains membership through the normal application process.

The newly organized member shall serve a one (1) year probationary period.

The slotting of newly organized members can and may include any year within the four (4) year program.

The Business Manager shall give each applicant for employment who is referred to an Employer, a referral slip showing his name, date of referral and such other information as may be deemed necessary.

ARTICLE XVIII

INSULATION REMOVAL AND HAZARDOUS WASTE HANDLING

All Insulation Removal and Hazardous Waste Handlers engaged in insulation removal shall be certified in accordance with all applicable Federal and State regulations. In the event the Employer requests certified employees and the Local Union is unable to accommodate the request within forty-eight (48) hours from its receipt excluding Saturdays, Sundays and Holidays, the Employer may then supply his own certifiable employees from any source.

The foreman shall be a member of Local No. 80.

ARTICLE XIX

JOB STEWARDS

Stewards shall be qualified workmen performing work of their craft. There shall be no non-working stewards. A steward may be appointed by the Business Manager or Agent on a job on which he is working. The steward shall make no official decisions but will report any alleged violations of the contract to the Business Manager or Agent. The Business Agent is to notify in writing to the Employer the name of the steward of a particular job at the time of this appointment. The Business Manager or Agent will be notified prior to a steward being laid off. In the event of a dispute arising over layoff for any activity of a steward, either the Employer or the Union may present the matter before the Trade Board for a decision, which will be final and binding. A meeting shall be scheduled within three (3) days of a dispute involving a steward. Stewards shall be allowed reasonable time during regular working hours to investigate alleged violations of the provisions of this Agreement on his job. He will not solicit grievances, but only investigate grievances already arisen.

ARTICLE XX

STATEMENT OF POLICY

Employees hired under this Agreement shall work in strict accord with the "Statement of Policy of the Building and Construction Trades Department, AFL-CIO", as recorded in the

"Asbestos Workers, Volume 15, and No. 3, published April, 1958".

**STATEMENT OF POLICY OF THE BUILDING AND
CONSTRUCTION TRADES DEPARTMENT, AFL-CIO**

(Adopted by the Building Trades Department and ratified by the then General President, Thursday, February 6, 1958, at Miami Convention)

1. The selection of craft foreman or craft general foreman, over workmen of their respective crafts, shall be entirely the responsibility of the Employers.
2. The welding torch is a tool of the trade having jurisdiction over the work being welded. Craftsmen using the welding torch shall perform any of the work of their trade, and shall work under the supervision of the craft foreman.
3. Workmen shall be at their regular place of work at the starting time and shall remain at their place of work until the regular quitting time.
4. There shall be no limit on production of neither workmen nor restriction on the full use of proper tools or equipment and there shall not be any task or piecework.
5. Payment of excessive daily travel allowances or subsistence shall be discouraged.
6. Jurisdictional disputes shall be settled in accordance with the procedures established by the Building Trades Department of the AFL-CIO, or in special cases as agreed and established by two (2) or more International Unions, without interruption of work or delay to the job.
7. So-called area practices, not a part of Collective Bargaining Agreements, should not be recognized nor should they be enforced.
8. Slowdowns, forcing of overtime, spread work tactics, standby crews and featherbedding practices have been and are condemned.
9. Stewards shall be qualified workmen performing work of their craft. There shall be no non-working stewards.
10. There shall be no strikes, work stoppages or lockouts

during the processing of any grievances or disputes in accordance with the manner prescribed in the Local or National Agreement.

**ARTICLE XXI
JURISDICTIONAL DISPUTES**

All jurisdictional disputes between or among building and construction union and Employers, parties to this Agreement, shall be settled and adjusted according to the present plan established by the Building and Construction Trades Department (Plan for National Joint Board for Settlement of Jurisdictional Disputes in the Building and Construction Industry) or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Union parties to this Agreement.

**ARTICLE XXII
CONFLICT OF LAWS**

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

**ARTICLE XXIII
SHIFT WORK CLAUSE**

When shifts are required, the first shift shall work eight (8) hours at the regular straight time rate. The second shift shall work seven and one-half (7 ½) hours and receive eight (8) hours at the regular straight time hourly rate plus \$.25. The third shift shall work seven (7) hours and receive eight (8) hours at the regular straight time hourly rate plus \$.50. A thirty (30) minute lunch period shall be mutually agreed upon by the Job Superintendent and the Union Representative and shall not be considered as time worked.

When shift work is required it will be worked in accordance with the following schedule and stipulations:

1. Business Agent must be notified twenty-four (24) hours prior to starting shift work.

2. A working day as interpreted under this section shall be the twenty-four (24) hour period from midnight to midnight, and any hours worked in excess of eight (8) hours during any one (1) day shall be paid for at the applicable over-time rate as specified in the Local Agreement, regardless of whether or not all of the hours were worked on the same job, or for the same Employer.

3. Any and all other provisions of Local Agreement shall apply to shift work as well.

SHIFT SCHEDULE

Three (3) eight (8)-Hour Shifts

'A' SHIFT

Monday	8:00 a.m. to 4:30 p.m.
Tuesday	8:00 a.m. to 4:30 p.m.
Wednesday	8:00 a.m. to 4:30 p.m.
Thursday	8:00 a.m. to 4:30 p.m.
Friday	8:00 a.m. to 4:30 p.m.

'B' SHIFT

Monday	4:30 p.m. to 12:30 a.m.
Tuesday	4:30 p.m. to 12:30 a.m.
Wednesday	4:30 p.m. to 12:30 a.m.
Thursday	4:30 p.m. to 12:30 a.m.
Friday	4:30 p.m. to 12:30 a.m.

'C' SHIFT

Monday	12:30 a.m. to 8:00 a.m.
Tuesday	12:30 a.m. to 8:00 a.m.
Wednesday	12:30 a.m. to 8:00 a.m.
Thursday	12:30 a.m. to 8:00 a.m.
Friday	12:30 a.m. to 8:00 a.m.

'A' Shift will be paid at regular rate.
'B' Shift will be paid at \$.25 above regular rate.
'C' Shift will be paid at \$.50 above regular rate.
'B' and 'C' Shifts shall include a thirty (30) minute lunch period and shall be considered as time worked.

All hours worked in excess of scheduled shift shall be paid at time and one-half (1 ½) the regular rate of pay.

'B' Shift: Seven and one-half (7 ½) hours worked, paid for eight (8) hours.

'C' Shift: Seven (7) hours worked, paid for eight (8) hours.

Two (2) ten (10) hour shifts

'A' SHIFT

Monday 8:00 a.m. to 6:30 p.m.
Tuesday 8:00 a.m. to 6:30 p.m.
Wednesday 8:00 a.m. to 6:30 p.m.
Thursday 8:00 a.m. to 6:30 p.m.
Friday 8:00 a.m. to 6:30 p.m.

'B' SHIFT

Monday 6:30 p.m. to 4:30 a.m.
Tuesday 6:30 p.m. to 4:30 a.m.
Wednesday 6:30 p.m. to 4:30 a.m.
Thursday 6:30 p.m. to 4:30 a.m.
Friday 6:30 p.m. to 4:30 a.m.

'A' Shift will be paid at regular rate.

'B' shift will be paid at \$.50 above regular rate, nine and one half (9 ½) hours worked, paid for ten (10) hours.

All hours worked in excess of eight (8) hours on all shifts shall be paid at time and one-half (1 ½) the regular rate of pay.

'B' Shift shall include a thirty (30) minute lunch period and shall not be considered as time worked.

Two (2) twelve (12) Hour Shifts

'A' SHIFT

Monday 8:00 a.m. to 8:00 p.m.
Tuesday 8:00 a.m. to 8:00 p.m.
Wednesday 8:00 a.m. to 8:00 p.m.
Thursday 8:00 a.m. to 8:00 p.m.
Friday 8:00 a.m. to 8:00 p.m.

'B' SHIFT

Monday 8:00 p.m. to 8:00 a.m.
Tuesday 8:00 p.m. to 8:00 a.m.
Wednesday 8:00 p.m. to 8:00 a.m.
Thursday 8:00 p.m. to 8:00 a.m.
Friday 8:00 p.m. to 8:00 a.m.

'A' Shift: Eleven and one-half (11½) hours worked, paid for twelve (12) hours. All hours worked in excess of eight (8) shall be paid at time and one-half (1 ½) the regular rate of pay.

'B' Shift: Eleven and one-half (11½) hours worked, paid for twelve (12) hours plus fifty cents (\$.50). All hours worked in excess of eight (8) hours shall be paid at time and one-half (1 ½) plus fifty cents (\$.50). 'A' and 'B' Shift shall include a thirty (30) minute lunch period and shall not be considered as time worked.

The following examples are intended to clarify the shift rates, shift additives and overtime. \$10.00 per hour is used as a basis for computation.

SINGLE SHIFT SCHEDULE

Eight (8) hours work performed for eight (8) hours pay.

EXAMPLE: 8 hours work X \$10.00 per hour=\$80.00

Ten (10) hours of work performed for eight (8) hours pay at straight time, plus two (2) hours at time and one-half (1 ½) the straight time rate of pay.

EXAMPLE: 8 hours straight time X \$10.00 per hour=\$80.00
2 hours overtime X \$15.00 per hour= \$30.00
TOTAL \$110.00

THREE-SHIFT SCHEDULE

First Shift - Eight (8) hours work for eight (8) hours pay

Hours: 8:00 a.m. to 12: Noon - 4 hours
(Lunch) 12: Noon to 12:30 p.m. - 0 hours
12:30 p.m. to 4:30 p.m. - 4 hours
TOTAL Hours Worked 8 hours (8 hours pay) \$80.00

Second Shift – Seven and one-half (7 ½) hours work for eight (8) hours pay.

Hours: 4:30 p.m. to 8:30 p.m. – 4 hours
(Lunch) 8:30 p.m. to 9:00 p.m. – 0 hours
9:00 p.m. to 12:30 a.m. – 3 ½ hours
Total Hours Worked...7 ½ hours (8 hours pay) = \$80.00
Shift additive of \$.25 per hour for all hours = \$ 2.00
Total remuneration for 2nd SHIFT = \$82.00

THREE-SHIFT SCHEDULE

Third Shift – Seven (7) hours work for eight (8) hours pay

Hours: 12:30 a.m. to 4:30 a.m. – 4 hours
(Lunch) 4:30 a.m. to 5:00 a.m. – 0 hours
5:00 a.m. to 8:00 a.m. – 3 hours
Total Hours Worked...7 hours (8 hours pay) = \$80.00
Shift additive for \$.50 per hour for all hours = \$ 4.00
TOTAL remuneration for 3rd SHIFT = \$84.00

TWO-SHIFT SCHEDULE

First Shift – Eleven (11) hour shift is used as an example

Hours: 8:00 a.m. to 12: Noon – 4 hours
(Lunch) 12: Noon to 12:30 p.m. - 0 hours
12:30 p.m. to 4:30 p.m.-4 hours
S/T Hours Worked 8 hours (8 hours pay) = \$80.00

(Overtime) 4:30 p.m. to 6:30 p.m. – 2 hours
(Meal break) 6:30 p.m. to 7:00 p.m. – 0 hours
(Overtime) 7:00 p.m. to 8:00 p.m. – 1 hour
O/T Hours Worked...3 hours at time and one-half = \$45.00
TOTAL REMUNERATION FOR 1st SHIFT = \$125.00

Second Shift – Seven and one-half (7 ½) hours work for eight (8) hours pay.

Hours: 8:00 p.m. to Midnight - 4 hours
(Lunch) Midnight to 12:30 a.m. - 0 hours
12:30 a.m. to 4:00 a.m. - 3 ½ hours
S/T Hours Worked 7 ½ hours (8 hours pay) = \$80.00
(Overtime) 4:30 p.m. to 6:30 p.m. - 2 hours
(Meal Break) 6:30 p.m. to 7:00 p.m. - 0 hours
(Overtime) 7:00 p.m. to 8:00 p.m. - 1 hour
O/T Hours Worked 3 hours @ time and one-half = \$45.00

Shift Additives:

S/T - 8:00 p.m. to 4:00 a.m. = 7 ½ hours (8 hours X \$.25) = 2.00
O/T - 4:00 a.m. to 7:30 a.m. = 3 hours (3 hours X \$.25 @ 1 ½) = 1.13
TOTAL remuneration for 2nd Shift = \$128.13

Shift work fringes will be paid on hours paid at the Straight Time rate.

**ARTICLE XXIV
FAVORED NATIONS CLAUSE**

The Union agrees that if during the life of this Agreement it grants to any other Employer in the Insulating Contracting Industry, any better terms or conditions other than those set forth in the Agreement, such better terms or conditions shall be made available to the Employers signatory to this Agreement and the Union shall notify the Employers of any such concessions. No International Agreements, Building Trades Agreements, Project Agreements, or Maintenance Agreements shall apply to this section of the Agreement.

On jobsites where any Contractor employing asbestos workers is afforded better terms and/or conditions by virtue of an International Agreement, Building Trades Agreement, Project Agreements, or Maintenance Agreements, Contractors signatory to this Agreement shall be afforded the better terms and/or conditions provided by these special agreements on any work performed at that particular job site. The intent of this paragraph is to grant all

Employers employing asbestos workers the same terms and/or conditions for all work performed on that job site, covered by this Agreement.

The Union will notify the West Virginia Master Insulating Contractors Association which is signatory to this Agreement of the name and address of any Contractor who becomes signatory to or bound by this Agreement during the term of this Agreement.

ARTICLE XXV
SUBSTANCE ABUSE TESTING

The Employers and Local Union agree to participate in a Substance Testing Program as established by the organizations that currently provide these services on a jointly administered basis and will make the required contributions for each hour worked to the applicable group based on the geographical location of the work.

The employees also agree to participate in any and all Substance Abuse Testing as required by the various Owners and/or the Employers program if necessary.

The three organizations are:

1. Tri-State LEAD Program - \$.12 per hour
2. Charleston Building Trades LEAD - \$.12 per hour
3. Parkersburg-Marietta Contractors Association - \$.10 per

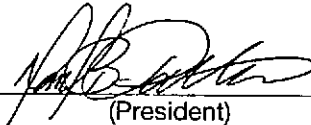
**ARTICLE XXVI
TERMS OF AGREEMENT**

This Joint Trade Agreement shall become effective March 4, 2019 and shall be rightly observed until its expiration March 7, 2022. Either party desiring to renew or amend this Agreement at its expiration shall make known such intention, in writing, sixty (60) days prior to the expiration date.

This Agreement may be amended at any time by mutual agreement of the parties and any such amendments shall be in writing and signed by both parties

WEST VIRGINIA MASTER
INSULATORS ASSOCIATION

INTERNATIONAL ASSOCIATION
OF HEAT AND FROST
INSULATORS AND ALLIED
WORKERS LOCAL UNION # 80



(President)
Dan Patterson



(Business Manager)
Ron Piersol, Jr

**MEMBERS OF THE
WEST VIRGINIA
MASTER INSULATORS ASSOCIATION**

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Phone: 304-865-3326 Fax: 304-865-3330**

**EPI Insulation Co., Inc.
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Phone: 304-679-3406 Fax: 304-679-3443**

**Thermal Solutions
P. O. Box 661
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**StructSure Scaffold & Insulation, Inc.
1054 Central Industrial Drive
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