PLAINTIFF'S
EXHIBIT
MGC-195

JUN 15 1979

AGREEMENT REVISION

By mutual agreement on June 4, 1979 the Master Insulators Association of Cincinnati, Ohio and the International Association of Heat & Frost Insulators and Asbestos Workers Local Union No. 8 of Cincinnati, Ohio, hereby revise and amend ARTICLE VII and ARTICLE IX of their current agreement dated June 1, 1978 to read as follows:

ARTICLE VII

WAGES

The Employer agrees to pay Mechanics and Apprentices at the following rates per hour from June 1, 1979 through May 31, 1982:

	June 1, 1979 through May 31, 1980	June 1, 1980 through May 31, 1981	June 1, 1981 through May 31, 1982
Mechanic	$ 14.01	$ 15.16	$ 16.36
4th Year Apprentice	11.85	12.85	13.85
3rd Year Apprentice	10.45	11.30	12.20
2nd Year Apprentice	9.00	9.75	10.55
1st Year Apprentice	7.60	8.20	8.90

Payments of all wages and expenses shall be weekly on job or at shop or by mail on the day designated by the shop as pay day. In the event of a lay-off, the Employees shall be paid on the job by 4:00 P.M. or the Employer will have his check available at the Employer's office. When Employees are requested to pick up their check at the office, reasonable time will be allowed so that they may receive their pay at the office at 4:00 P.M. the same day. If this procedure is not adhered to, the Employee shall report to work the following day at the office available for work that day. All rate changes are to take place on Monday nearest date of rate change.

All employees applying insulation material, other than Apprentices shall receive Mechanics scale.

ARTICLE IX

FUNDS

The party of the first part agrees to pay $0.75 per hour paid to the Asbestos Worker's Local No. 8 Health and Welfare Fund. The party of the first part further agrees to pay $1.25 per hour paid to the Asbestos Worker's Local No. 8 Pension Fund. The party of the first part agrees to pay $0.02 per hour for each hour worked by each Employee covered by this Agreement into the Asbestos Worker's Joint Apprneticeship Committee Fund. The party of the first part agrees to withhold from the net wages of each Employee subject to the terms of this Agreement

$1.35 per hour worked and forward same to the Asbestos Worker's Local No. 8 Vacation Fund at Cardinal Savings & Loan Co., Fourth & Vine Streets, Cincinnati, Ohio. The party of the first part further agrees to withhold $0.25 per hour worked and forward same to the Asbestos Worker's Local No. 8 Administrative Fund, 1015 Vine Street, Cincinnati, Ohio Only upon mutual agreement of both parties may the Health and Welfare Fund payment or the Pension Fund payment be increased and any such increase will reduce the rates of wages herein listed accordingly, by the amount of that increase. Should such an alteration of the Fund payments occur the Apprentice percentages in Article VII shall become null and void and deleted from the contract.

SIGNED:

MASTER INSULATORS ASSOCIATION OF CINCINNATI

Per: _____
R.E. Kramig, III, President

Per: _____
Grant W. Kirby, Secretary

SIGNED:

INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS & ASBESTOS WORKERS LOCAL NO. 8

Per: _____
Jan Korb, President

Per: _____
Dan Lichtenfeld, Business Agent

Witnessed by:

_____

ASBESTOS WORKERS' AGREEMENT

AGREEMENT

This Agreement made and entered into the first (1) day of June, 1978 by and between the Master Insulator's Association of Cincinnati, Ohio and vicinity on behalf of its members as party of the first part and International Association of Heat and Frost Insulators and Asbestos Workers' Local No. 8 of Cincinnati, Ohio as party of the second part.

ARTICLE I

TERMS OF AGREEMENT

The Joint Trade Agreement shall become effective June 1, 1978 and shall be rigidly observed until its expiration May 31, 1982, during which neither party to it shall continue in force or create any rule of By-Law conflicting with its provisions.

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

The Union, through its Business Agent, shall immediately notify the Employers, through their current President of the Master Insulators' Association, when any new maintenance agreement is signed and/or when any non-member contractor employs people within Local No. 8 jurisdiction.

ARTICLE II

RECOGNITION

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

It is hereby agreed that the provisions of the Agreement shall be binding upon the Employers individually and as members of the Association, and upon the membership of the Union individually and as members of the Union within the State of Ohio, Counties of Adams, Brown, Butler, (including the following townships only: Fairfield, Hanover, Liberty, Milford, Morgan, Oxford, Ripley, Ross, St. Clair Union and Wayne) Clermont, Hamilton, Highland and Warren (including the following townships only: Deerfield, Hamilton, Harlan, Salem, Union and Washington), the Kentucky Counties of Boone, Bourbon, Bracken, Campbell, Clark, Fleming, Gallatin, Grant, Harrison, Kenton, Mason, Montgomery, Nicholas, Owen, Pendleton, Robertson, and Scott, and the Indiana Counties of Dearborn, Fayette, Franklin, Ohio, Ripley, Switzerland and Union. The Rand-McNally map shall be considered the official map of the Trade. The above mentioned counties shown on said map shall be considered within the territory.

The Employers further agree 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 collective bargaining agreement between the local insulation contractors and the local union in that jurisdiction. Employers may send a Mechanic, and after one (1) local Mechanic has been employed, the Employer may send one (1) Apprentice, and in the event of insufficient supply of local labor in that territory, such additional employees as may be necessary may be sent, and such employees shall receive in addition to transportation costs, the highest wage, board allowance, fringe benefits and other conditions of employment of either that jurisdiction or as established in this Agreement.

ARTICLE III

WORK JURISDICTION

This Agreement covers the rates of pay, rules and working conditions of all Mechanics and Apprentices 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. 8, Cincinnati, Ohio, when they are engaged in the preparation, fabrication, alterations, application, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, removing, 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 to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats, equipment or on any hot or cold surfaces for the purpose of thermal control. This is also to include all labor connected with the handling and distribution of thermal insulating materials on job premises, scaffolding up to 14 feet high erected by the insulation contractor, and all other work that is within the jurisdiction of "Local No. 8, Cincinnati, Ohio."

ARTICLE IV

UNION SECURITY

This article can only apply in states permitting union security. All Mechanics and Apprentices hereunder members of the Union now in the employ of the Employers 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 on the earliest date provided by applicable Federal Law after their employment, or the date of this Agreement, whichever is later.

ARTICLE V

WORK DAY

The "regular" work day shall be eight (8) hours between 7:30 A.M. and 4:00 P.M., unless the conditions make it necessary on certain jobs to work other hours, and then eight (8) hours between 7:30 A.M. and 4:30 P.M. will apply. "ONLY ON THE AUTHORITY OF THE BUSINESS AGENT SHALL THE ABOVE CERTAIN CONDITION RULING APPLY."

ARTICLE VI

OVERTIME, HOLIDAYS & SHIFTWORK

All labor in excess of the "regular work day," and Saturday, Sunday and observed holidays shall be known as overtime and shall be paid for in this manner:

a) Time and one half (1½) for an additional two (2) hours after the regular working day has been worked, Monday through Friday.

b) Time and one half (1½) for up to ten (10) hours worked Mondays through Fridays, if regular (8) hour day has not been worked.

c) Time and one half (1½) for up to ten (10) hours worked on Saturdays.

d) All other overtime to be at Double (2) Time.

The observed holidays are: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day. No work performed on Labor Day except in special cases of emergency and then only when triple (3) time is paid.

When a holiday falls on Sunday the following Monday shall be observed as the holiday.

Any work done after the regular eight (8) hour day will be as overtime and will continue as overtime, until employees leave job site. On work requiring a start more than four (4) hours prior to the start of a "regular work day" the employee shall be paid at the overtime rate until employee leaves the job site. On work requiring a start four (4) hours or less prior to the start of a "regular work day" the employee shall receive the overtime rate only until the start of the "regular work day."

On overtime work, no employee will be required to work more than ten (10) hours with a single, normal lunch period. Any employee working more than ten (10) hours from starting time will have a paid thirty (30) minute lunch period at the end of ten (10) hours and every four (4) hours thereafter.

When so elected by the contractor two shifts on a temporary basis of at least five consecutive work days duration may be worked. When two shifts are worked the second or night shift shall be 7½ hours work for 8 hours pay at a premium of 25% over the hourly wage rate paid the normal day shift. Overtime rates shall apply after 8 hours worked on the first shift and 8 hours paid on the second shift.

If there are any violations of the temporary shift provisions to circumvent the regular overtime provision by unnecessary fluctuation of the five (5) consecutive work day provision then all

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employees on such shifts will be paid at the appropriate overtime rate.

The determination of the start of multiple shifts is a prerogative of the Contractor.

If it is necessary to use employees from a previous shift within a 24 hour period, overtime provisions of Article VI, Paragraph 1, shall apply and will be considered the beginning of the five (5) consecutive work days.

ARTICLE VII

WAGES

The Employer agrees to pay Mechanics and Apprentices at the following rates per hour from June 1, 1978 through May 31, 1982:

	June 1, 1978 through May 31, 1979	June 1 1979 through May 31, 1980	June 1, 1980 through May 31, 1981	June 1, 1981 through May 31, 1982
Mechanic	$13.16	$14.26	$15.41	$16.61
4th Year Apprentice	11.20	12.10	13.10	14.10
3rd Year Apprentice	9.85	10.70	11.55	12.45
2nd Year Apprentice	8.55	9.25	10.00	10.80
1st Year Apprentice	7.25	7.85	8.45	9.15

NOTE: Apprentices rates have been calculated at 55, 65, 75, 85 percent of the Mechanics hourly wage rate for the first, second, third and fourth years respectively, rounded off to the nearest 5 cents.

Payments of all wages and expenses shall be weekly on job or at shop or by mail on the day by shop as pay day. In the event of a lay-off, the Employees shall be paid on the job by 4:00 P.M. or the Employer will have his check available at the Employer's office. When Employees are requested to pick up their check at the office, reasonable time will be allowed so that they may receive their pay at the office at 4:00 P.M. the same day. If this procedure is not adhered to, the Employee shall report to the following day at the office available for work that day. Rate changes are to take place on Monday nearest date of rate change.

All employees applying insulation material, other than Apprentices shall receive Mechanics scale.

ARTICLE VIII

BOARD

Employees shall be paid a board allowance when working on jobs located within the below expressed mileage limits in the amount of $9.50 to $17.00 per day worked. When boarding on out-of-town jobs, they shall receive all transportation expense expended, plus travel time allowance, for one round trip only, regardless of job duration; with the exception that Employee shall be entitled to a round trip transportation expense, and travel time allowance, each time an Employee is called back from a board job and reassigned to that job his Employer, if the call back is made solely to accommodate the Employer on another job. However, if the call back and reassignment are the result of no further work being available to perform, for whatever reasons, then additional expenses shall not be paid. If the Employee quits during the course of a job he shall not be entitled to return expenses. The Greyhound Bus Schedule shall be the guide in determining transportation expense and travel time allowances. Where express bus routes have been established, they govern these items.

Board jobs from thirty (30) to fifty (50) miles shall be paid at the rate of $9.50 per day worked. Board jobs over fifty (50) to sixty-five (65) miles shall be paid at the rate of $11.00 per day worked. Board jobs over sixty-five (65) to seventy (70) miles shall be paid at the rate of $15.60 per day worked.

Board jobs over seventy (70) miles shall be paid at the rate of $17.00 per day worked.

On jobs located out of town where excessive traveling is required to secure proper lodging, a $1.00 per day travel charge shall be allowed. The daily travel to places where suitable lodging is located shall be eight (8) miles one way in order for the travel to apply.

Board jobs over sixty-five (65) miles will include holiday expenses. The Employer will pay the current rate of board and room expense allowance on any of the six (6) regular holidays: New Year's Day, Memorial Day, Christmas Day, Independence Day, Thanksgiving Day and Labor Day, if the day before and the day after the holiday is scheduled by the Employer and worked by the Employee. Where weather conditions do not permit work on any board job, the Employer will pay two (2) hours show up time in addition to room and board.

Employees shall be pro-rated on travel expenses and board expenses when they leave the job during the regular working hours of their own accord.

Work performed in Maysville, Kentucky, shall be at the rate of $10.50 per work day.

Maintenance work performed at the J. M. Stuart Station, when all units are completed, shall be done at the rate of $12.00 per work day.

This section does not apply to Oxford, Ohio and Aurora, Indiana.

PARKING

The Employer agrees to pay up to $3.00 per day to the car driver for parking fees in the free zone of Local No. 8 upon presentation of paid receipt, when parking is necessary.

EXPENSES

Employees shall receive allowance for transportation expenses per each working day at the following locations:

ZONE ONE — $1.25

Addyston, Blue Ash, Bevis, Evendale, Forestville, Glendale, Greenhills, Lincoln Heights, Madeira, Mt. Carmel, New Burlington, Northbrook, Rossmoyne, Taylor's Creek, Terrace Park, Woodlawn, Devon, Ky., Florence, Ky., Independence, Ky., Melbourne, Ky., Boone County Airport.

ZONE TWO — $2.25

Cleves, Crescentville, Dunlap, Gano, Indian Hill, Milford, Montgomery, New Baltimore, North Bend, Remington, Stockton, Springdale, Sharonville, Withamsville, Alexandria, Ky., Forest Park.

ZONE THREE — $3.25

Amelia, DuPont, Elizabethtown, Epworth Heights, Fairfield, Loveland, Miamitown, Mt. Repose, New Haven, New Richmond, Perintown, Port Union, Venice, West Chester, Phillips 66, Southern Nitrogen.*

ZONE FOUR — $4.00

Batavia, Fernald, Goshen, Hamilton, Harrison, Hooven, Mason, Maud, Millville, Owensville.

ZONE FIVE — $5.00

Afton, Kings Mills, New Miami, Bethel, Lawrenceburg, Williamsburg, Vera Cruz.

ZONE SIX — $5.50

Oxford, Ohio, Zimmer Station.

ZONE SEVEN — $7.50

Aurora, Indiana.

Employees shall receive $1.00 per each job change transferred from one free zone to another free zone during the day when such change is three (3) miles or over.

ARTICLE IX

FUNDS

The party of the first part agrees to pay $0.75 per hour paid to the Asbestos Worker's Local No. 8 Health and Welfare Fund.

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* T. M. Maintenance work only at Chevron, Columbia Park, Beckjord Station shall be at $2.50 per day.

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The party of the first part further agrees to pay $1.00 per hour paid to the Asbestos Worker's Local No. 8 Pension Fund. The party of the first part agrees to pay $0.02 per hour for each hour worked by each Employee covered by this Agreement into the Asbestos Worker's Joint Apprenticeship Committee Fund. The party of the first part agrees to withhold from the net wages of each Employee subject to the terms of this Agreement $1.35 per hour worked and forward same to the Asbestos Worker's Local No. 8 Vacation Fund at Cardinal Savings & Loan Co., Fourth & Vine Streets, Cincinnati, Ohio. The party of the first part further agrees to withhold $0.25 per hour worked and forward same to the Asbestos Worker's Local No. 8 Administrative Fund, 1015 Vine Street, Cincinnati, Ohio. Only upon mutual agreement of both parties may the Health and Welfare Fund payment or the Pension Fund payment be increased and any such increase will reduce the rates of wages herein listed accordingly, by the amount of that increase. Should such an alteration in the Fund payments occur the Apprentice percentages in Article VII shall become null and void and deleted from the contract.

ARTICLE X

APPRENTICES

Apprentices shall equal but not exceed a ratio of one (1) apprentice to four (4) mechanics in a shop. No Apprentice shall execute work unless in the company of a mechanic except under the following conditions: (1) Apprentices may work one day in the field if the mechanic assigned to the job fails to report to work. (2) Apprentices may work in said shop of Employer for the purpose of preparation, fabrication, alterations, application, erection, assembling, molding, spraying, removing, reconditioning, finishing, and/or weatherproofing of cold or hot thermal insulation.

Apprentices shall not be eligible for Mechanics Examination until after having completed four (4) years in the trade. Application for Mechanics Examination shall be filed quarterly with the Joint Apprenticeship Committee. Examinations shall be established, conducted and graded by the Joint Apprenticeship Committee.

The parties hereto agree to establish and administer an apprenticeship program which will be registered with the Federal Bureau of Apprenticeship and Training. 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 from the Employers signatory to this Agreement. This Committee shall formulate and adopt a four year apprenticeship program and to institute other rules and procedures which will insure only qualified and acceptable apprentices are retained in this program. Qualifications for acceptance to this program will be established and use of tests and other media shall 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, religion, creed, color, national origin or sex.

By mutual consent, either party may withdraw from participation in the Apprenticeship Committee or program within thirty (30) days of written notice.

ARTICLE XI

STANDARD OF WORK AND LIMITATIONS

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, competent and skillful manner and not quit same until after reasonable notice has been given Employer. Mechanic in charge of out-of-town operations where board is paid shall complete the same before leaving shop of Employer. Complaints arising from inferior job performance shall be referred to the Joint Trade Board and all found contributing to it, penalized.

In order to assure a full day's work for a full day's pay, and in order to improve the insulation industry, the following action shall be taken by the Employer: Any Employee working in Local No. 8 territory, not working the full daily hours required by the Union Contract, upon violation of the daily work hours, shall be subject to disciplinary action by the Employer.

The Union agrees there shall be no limitations or restrictions placed upon the individual working efforts of Employees.

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 III 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. 8.

The Union agrees not to contract, sub-contract or estimate on work nor allow its membership to do so, or to act in any trade capacity other than that of insulator. It is also agreed that no member of a firm or officer of a corporation or their representatives or agent, shall execute any part of the work of application of materials.

The Union agrees to recognize the Specialist Card as issued by their International Headquarters, to perform specialist work only under jurisdiction of Local No. 8.

ARTICLE XII

WEATHER

It is agreed that in the case of unfavorable weather conditions on outside jobs, where the Employees have previously been instructed to report for work, the following applies:

1. If weather is bad at starting time, all Employees are to be paid for two hours and they can be required to remain at the job site for this length of time.

2. If work on the job has progressed on any day for two hours and the weather turns bad, the Employees are to be paid until noon.

3. If work is started after the noon time which is from 12:00 until 12:30 P.M. and the weather turns bad, the Employees are to be paid for the full day.

4. If the weather turns bad during noon hour, Employees can be dismissed for the day and only paid for the morning hours.

5. Employer has the right to transfer any Employees to an inside job when weather conditions prevent outside work.

ARTICLE XIII

CLOTHING

Clothing Allowance: Suitable coveralls or shirt and trousers shall be supplied by the Employer to the Employee at the start of the job when the Employees are working in mastics. When coveralls are not supplied, the Employees shall be reimbursed for working clothes by the Employer. In the event of spraying mastics, etc., shoes shall be considered as part of the clothing allowances. Reimbursement for clothes shall be $5.00 and for shoes $15.00. Clean coveralls shall be supplied weekly to the Employees. When working in mastics or paint type adhesives, reasonable clean up time will be given to Employees at lunch time and quitting time.

ARTICLE XIV

TOOLS

Employers shall furnish gloves and saws to employees working with foamglass, Careytemp, or any similar materials, also brushes or daubers are to be furnished on jobs using adhesives except cold water paste.

ARTICLE XV

STEWARDS

Stewards are to be appointed for jobs by the Business Agent at the Business Agent's discretion. The Steward will make no official decisions, but will report any conditions to the Business Agent which the Steward feels are warranted. The Business Agent is to notify the Employer the name of the Steward at the time of appointment.

ARTICLE XVI

SUB

The parties to this Agreement will endeavor to establish a Supplementary Unemployment Benefit Plan that is mutually acceptable to both parties, Cincinnati Master Insulators Association and Local No. 8. Upon consummation of such a plan all wage rates published in this Agreement shall be reduced by the amount that the parties agree to place into the Plan. This amount shall not exceed $0.20 per hour worked. It is understood and agreed by the parties hereto that no fund shall be set up under which

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contributions by the Employer are construed by any taxing authority as wages upon which withholding tax is to be paid or Social Security contributions are to be made by the Employer and such shall meet and conform with the Labor-Management Relations and any other law now in effect or which may hereafter be enacted affecting such plan, contributions or benefits hereunder.

ARTICLE XVII

BOND

Contractors not signatory to this Agreement working in the jurisdiction of Local No. 8 territory shall furnish Twenty-five Thousand ($25,000.00) dollars bond to insure payment of fringe benefits and wages, excluding contractors who operate on a national or regional basis, who have on deposit with the International General Office, a Wage, Expense, Welfare and Payment Bond.

ARTICLE XVIII

NON-DISCRIMINATION

The Employer and Union agree that they will not discriminate against any Employee or applicant for employment nor in referral of applicants for employment because of race, religion, color, creed, national origin or sex.

ARTICLE XIX

TRADE BOARD

There shall be a Trade Board consisting of one member for each employer associated with the Master Insulators Association and an equal number of members of Local No. 8 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 of 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 representatives or agents.

Trade disputes or grievances shall be settled without cessation 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 dispute arises, notice must be given in writing to the Secretary of the Trade Board by aggrieved party within 7 days. The Trade Board shall be governed by the following by-laws:

1. Regular meetings shall be held quarterly on the second Monday 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 shall constitute a quorum, two from each side, neither shall cast more ballots than the other.

4. The vote on all questions of violations of this Agreement shall be by secret ballot.

5. It shall require a majority vote to carry any question.

6. The Trade Board shall have the power to impose fines or other penalties where agreed by vote, as above provided for, that any articles of this Agreement have been violated by 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. Trade disputes or grievances that cannot be settled by the Trade Board, shall be referred to a disinterested arbitrator whose findings shall be final and binding. Selection of an arbitrator shall be made by the Trade Board within ten (10) days of the Trade Board Meeting. Cost of arbitration shall be borne equally by both parties.

ARTICLE XX

SAFETY

The party of the first part agrees to provide such equipment as is deemed necessary by the Employer's Insurance Carriers to protect the health and life of the Employees and the party of the second part agrees to use such equipment.

No Employee is allowed to work alone when that Employee is the only person on the job site.

ARTICLE XXI

UNION OFFICE

The Union shall have a permanent office address with telephone service, where their Business Agent or authorized office can be communicated with between 7:30 A.M. and 12:00 Noon and 12:30 P.M. and 4:00 P.M. each working day for the purpose of answering inquiries and providing necessary service to the trade.

ARTICLE XXII

LEGALITY

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

ARTICLE XXIII

CONTRACT REOPENER PROVISION

Upon completion of the second year of this contract, May 31, 1980, and only at that time, upon mutual agreement of both parties to this contract, this contract may be opened for discussion by the signatory parties.

SIGNED:

MASTER INSULATORS ASSOCIATION OF CINCINNATI

Per: PAUL C. GAHN
President

Per: ROBERT E. KRAMIG, III
Secretary

SIGNED:

INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS & ASBESTOS WORKERS LOCAL NO. 8

Per: JAN KORB
President

Per: DAN LICHTENFELD
Business Agent

Per: BILL HERPER, JR.
Secretary

Witnessed by: KATHERINE PADGETT
REBECCA L. WHITNEY

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ARTICLE XVII - PERMANENT SHIFT WORK CONDITIONS

1. A four cycle shift system will be operated only when the work is considered to be a permanent nature. The names of those men employed on permanent shifts will be published showing shift rotation and the working shift or the days off for each man for a period of at least three (3) months.

2. The permanent shift rate premium for the afternoon shift will be $0.15 per hour, and the permanent shift rate premium for the night shift will be $0.35 per hour.

3. The standard work day shall be eight (8) hours of continuous employment, including lunch period. Forty (40) hours per week shall constitute a week's work. All time worked in excess of eight (8) hours per work day shall be paid at the applicable overtime rate. If a regularly scheduled day off is worked, the first day shall be paid at the rate of time and one-half and the second scheduled day off worked shall be paid at the rate of double time.

4. The days off for permanent shift workers shall be two (2) consecutive days per week in lieu of Saturday and/or Sunday.

5. When permanent shifts are to be reduced or cancelled, the Unions shall be given at least three (3) days notice in writing.

ARTICLE XVIII - HOLIDAYS

1. The following seven (7) days shall constitute the legal holidays within the terms of this Agreement, except mutually agreed to changes with the Committee:

New Year's Day

Washington's Birthday