1981- 1984

WORKING AGREEMENT

Between

Master Insulation
Contractors Association
of Dayton, Ohio

and

International Association of Heat
and
Frost Insulators and
Asbestos Workers

Local Union No. 79

of Dayton, Ohio

May 1, 1981

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AGREEMENT

THIS AGREEMENT, made and entered into the first (1st) day of May, 1981, by and between the Master Insulation Contractors Association of Dayton, Ohio and vicinity (hereinafter called the association) on behalf of its members (hereinafter called the employers') and the International Association of Heat and Frost Insulators and Asbestos Workers' Local No. 79 of Dayton, Ohio (hereinafter called the "union").

ARTICLE 1

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 all employees working under the jurisdiction of the union.

The employers further agree that on all operations outside the chartered territory of the union, he will abide by the rate of pay and working conditions established by collective bargaining agreement between the local insulation contractors and the local union in that jurisdiction.

ARTICLE II

Employers may send a job foreman, and in the event of insufficient supply of local labor in that territory, such additional employees as may be necessary, and such employees shall receive in addition to transportation costs the highest wage rate, board allowance, fringe benefits and other conditions of employment of either that jurisdiction or established in this agreement.

ARTICLE II

The regular work day shall be eight (8) hours between 7:00 A.M. and 5 P.M.

A. Overtime rate on remodeling, or maintenance work to existing buildings or structures shall be time and one-half. This rate shall apply to all work performed before 7:00 A.M. and after 5:00 P.M. during the regular work week Monday through Friday provided, however, the union shall be given notification by the employer prior to the commencement of such work.

PLAINTIFF'S
EXHIBIT
MGC-193

B. Shift work may be performed at the option of the employer provided that a day shift is used in conjunction with any second or third shifts, except that a second or third shift may be utilized without a first shift when the requirements of a customer or owner are such that access to the work to be performed is available only during the second or third shift. However, when shift work is performed, it must continue for a period of not less than (5) consecutive days, not including Saturday, Sunday or Holidays.

The day shift shall work a regular eight (8) hour shift between the hours 7:00 A.M. and 5:00 P.M. The second shift shall work eight (8) hours for eight (8) hours pay and receive in addition 15% shift premium on the base wages. The third shift shall work eight (8) hours for eight (8) hours pay and receive in addition a 20% shift premium on the base wage.

C. In addition to the above, the following overtime rate shall apply.

9th and 10th consecutive hours only shall be paid at time and one-half the prevailing wage rate, Monday through Friday only, excluding Holidays.

The first (10) hours only on Saturday shall be paid at time and one-half the prevailing wage rate.

The following clause applies to the first (10) hours on Saturday only. The first (10) ten hours on Saturday can only be worked at 1½ times the wage rate only when work is performed in conjunction with a related trade that is working on Saturday for time and one-half. Any work other than that which is not in conjunction with related trade shall be at two (2) times the wage rate, if worked on Saturday.

ARTICLE III

The ratio of apprentices may equal but not exceed a ratio of one (1) apprentice to four (4) mechanics employed in a shop. After four (4) mechanics are employed in a shop, then one (1) apprentice may be employed. After eight (8) mechanics are employed in a shop, then the second apprentice may be employed, etc. No apprentice shall execute work unless in company with a mechanic.

B. Apprentices shall not be eligible for mechanics examination until after having been four (4) years in the trade. Application for mechanics examination shall be filed quarterly at a meeting of the joint apprenticeship committee.

ARTICLE IV

All labor in excess of the regular work day, except as listed in Article II, paragraph A, B, and C on Saturday, Sunday and observed Holidays, shall be known as overtime and shall be paid for at a double (2) rate of wages if ordered by the employer.

The observed holidays are: New Years Day, Decoration Day Independence Day, Thanksgiving Day, and Christmas Day. No work shall be performed on Labor Day except in special cases of emergency and then only when triple (3) time is paid. When a holiday falls on Sunday, the following Monday shall be observed as the Holiday.

ARTICLE V

There shall be a trade board consisting of three (3) members 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 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 representative or agents.

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 ten (10) 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 meeting 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 question of violations of this agreement shall be a secret ballot.

· shall require a majority vote to carry any question

, .n the event the decision of the trade board does not result in a majority decision, an impartial person may be selected by the trade board but in the event such board cannot agree on the impartial person, he shall be selected by the Chief Justice of the Montgomery County Common Pleas Court of Dayton, Ohio and his decision shall be binding and final on both parties. Said impartial person shall be elected or selected within fifteen (15) days after failure to obtain a majority decision for the joint trade board.

6 The trade board shall have the power to impose fines or other penalties where agreed by vote, as above provided for, that any of the articles of this agreement have been violated by eighter 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, by the joint trade board, 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.

7. Complaints arising from inferior workmanship shall be referred to the joint trade board and all found contributing to it penalized.

ARTICLE VI

Each employer recognizes the union's desire to retain all work regularly performed for the employer and the union recognizes the employer's needs to maintain an efficient operation; th re, each employer will continue to use bargaining unit employees and not subcontract that work described in Article XI 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. 79. The union agrees not to contract, subcontract or

estimate on work, nor allow its membership to do so, nor to act in any trade capacity other than that of workman. It is also agreed that no member of a firm or officer of a corporation, or their representative or agent, shall execute any part of the work of application of materials.

ARTICLE VII

a. The employers hereby recognize the Union as the exclusive collective bargaining agent for mechanics and apprentices who perform any of the duties as described in Article XI hereof.

b. It is the desire of both the employer and the Union alike to promote good workmanship and assure a number of qualified craftsmen available in the insulation industry. Therefore, if an employer is in need of additional employees, the employer shall call the union, who shall refer employees based upon unemployed senority and qualification alone, irrespective of whether or not such employee(s) is a member of the Union. An available list with unemployed seniority status will be kept by the Union and furnished monthly to the secretary of the Master Insulation Contractors Assocation of Dayton, Ohio and employees will be dispatched upon call to any employer who is a party to this agreement, on the basis of length of time such person has been unemployed and in the group for which he qualifies.

c. The employer retains the right to reject any employees referred by the Union. However, such rejection shall be based solely upon workmanship, qualification and past performance, and in no way be based upon membership or non-membership in the Union.

d. The facilities of the referral system operated by the Union, shall be made available to both members and non-members of the Union and the selection of applicants for referral to jobs shall be on a non-discriminatory basis (without regard to race, creed, color, sex, national origin, or physical handicaps, except to the extent that such physical handicaps affect qualification for the insulation craft) and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligations of Union membership, policies, or requirements.

e. The Union shall maintain a register of applicants for em-

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ployment established on the basis of the groups hereinafter set forth. Each applicant for employment shall fill out an application for referral and shall be registered in the highest priority group for which he qualifies, such applicant must renew his application for referral at least every sixty (60) days or be removed from the referral list.

Group I All applicants for employment who have four (4) or more years experience in the trade, are residents of the geographical area constituting the normal labor market, have passed a mechanic's examination given by a duly constituted local Union of the Asbestos Workers International, and who have been employed for a period of at least four (4) years under a collective bargaining agreement between the parties to this agreement. Placement of Federally Indentured Apprentices will be handled by the Joint Apprenticeship Committee.

Group II All applicants for employment who have three (3) or more years experience in the trade and who have passed a mechanics examination given by a duly constituted local Union of the Asbestos Workers International.

Group III All applicants for employment who have two (2) or more years experience in the construction trade, are residents of the geographical area constituting the normal construction labor market. The Union shall refer the applicants to the employer by first referring applicants in Group I, the order of their places on the "Out of Work List", referring such applicant(s) from the highest priority group for which he qualifies. The Union shall maintain an "Out of Work List" for each of the aforesaid groups.

f. Members of Local No. 79 employed out of the jurisdiction of the Local No. 79 are considered to be unemployed and on the hiring hall list.

When an employee is employed in Local No. 79 jurisdiction his name will be removed from the list. At such time when an employee is dismissed if he has not accumulated eighty (80) hours with current employer, he will return to the top of the list. If the employee has accumulated eighty (80) hours with current employer, he will go to the bottom of the list when dismissed. This is in no way a guarantee to the employee from the employer of employment for any length of time.

h. The officer's of the local; the president, business agent, and the financial secretary will be placed at the top of the unemployment list.

i. The last contractor has the right to recall a previous employee for a period of thirty (30) working days, from the time of his placement on the unemployment list. Working days are Monday through Friday, excluding the observed holidays listed in Article IV.

ARTICLE VIII

A. Wages

(a) Effective May 1, 1981

The employer agrees to pay Mechanics and Apprentices the following wage rates:

Effective May 1, 1981 - Mechanics rate -	$15.41
Effective May 1, 1982 - Mechanics rate -	$17.11
Effective May 1, 1983 - Mechanics rate -	$18.76

Apprentice wage rates are based upon the following:

1st year 60% of Mechanics Base Wage Rate.
2nd year 70% of Mechanics Base Wage Rate.
3rd year 80% of Mechanics Base Wage Rate.
4th year 90% of Mechanics Base Wage Rate.

The above wage rates subject to Article VIII A. (b)

A. (b) At any time (with sixty (60) days prior notice to the Master Insulation Contractors Association of Dayton, Ohio) any part of wages may be assigned to the following funds if so desired by Local No. 79.

1. National Asbestos Workers Medical Fund
2. National Asbestos Workers Medical Fund Retired Employee Separate Account
3. National Asbestos Workers Pension Fund.
4. Local No. 79 Vacation Fund.

B.

(1) Pay day shall be designated by the employer but in no case shall it be later than Friday, 5:00 P.M., following fiscal week.

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(2) Payment of all wages and expenses shall be weekly on job or at shop or by mail on day designated by shop as pay day.

(3) It will be the responsibility of the employee to notify his employer and business agent of failure to receive his pay on the desi- 'ed pay day. It will be the responsibility of each employ fill out, sign and mail his time card no later than 5:00 P.M., on Friday of the week just worked.

(4) Failure of employer to meet pay day deadline shall impose a penalty as follows: to pay each offended employee double (2) time the rate of pay (maximum penalty of eight (8) hours per day) until employee receives his pay.

(5) The failure of an employee to notify his employer and his business agent on the designated pay day will relieve the employer of referred to penalty. The business agent shall notify the contractor that employee has notified him.

(6) Lay off is pay off upon request.

(7) Height pay at the rate of twenty-five ($.25) per hour will be paid all men who work forty (40) feet or higher on temporary scaffolding of any type. Swing pay at the rate of forty cents ($.40) per hour will be paid all men who work on a boatswain chair or swinging scaffold at any height. This is in addition to hourly rate.

(8) When a foreman (employer selected) has four (4) or more men working under his direction, he shall be paid no less than ($.50) per hour above the prevailing mechanic's rate.

All jobs of five (5) calendar days or more shall have written job instructions.

(9) The business agent may appoint a job steward for any job from the men available on that job. The job steward shall be entitled to be the last employee to be laid off when the job has five (5) or more men working. When this number drops below five (5) the job steward is vulnerable to be laid off. The job steward may only be paid off or discharged prior to that time for a just cause.

C. The employer agrees to pay to the trustees of the National Asbestos Workers Medical Fund at the following rate of ($.84) per hour per employee. Effective May 1, 1981. Payments are due by the 15th of the following month.

(D.) The employer agrees to pay to the Trustees of the National Asbestos Workers Pension Fund at the following rate of ($1.57) per hour per employee. Effective May 1, 1981. Payments are due the 15th of the following month.

(E.) The employer agrees to deduct upon receipt of the Authorization Card and forward to the employee's designated vacation fund in the amount of ($1.00) per hour per employee. (First National Bank - 3122 Salem Avenue, Dayton, Ohio 45406). Payments are due by the 15th of the following month.

(E) (a) The employee agrees to pay to the Trustees of the National Asbestos Workers Medical Fund Retired Employee separate account ($.05) cents per hour.

(F.) Apprenticeship Fund Contribution:

(1) The employer shall deduct ($.02) per hour for each man hour worked and foward to the Trustees of the Dayton, Ohio Area Asbestos Workers JAC Fund, P.O. Box 14026, 2077 Embury Park Rd., Dayton, Ohio 45414. Payments are due by the 15th of the following month.

(2) The employer shall contribute ($.02) per hour each man worked and forward to the Trustees of the Dayton, Ohio Area Asbestos Workers JAC Fund, P.O. Box 14026, 2077 Embury Park Road, Dayton, Ohio 45414. Payments are due by the 15th of the following month.

(G.) Local Industry Fund:

The contractors agree to pay ($.10) per hour worked per man to the Master Insulation Contractors Association of Dayton, Ohio, P.O. Box 14026, 2077 Embury Park Road, Dayton, Ohio 45414. Payments are due by the 15th of the following month.

H. Employees Administrative Cost:

Commencing May 1, 1981 and continuing thereafter the term of this agreement and in accordance with the terms of an individual and voluntary authorization for check-off of employees administrative cost in the form agreed upon by the parties hereto. The employer agrees to deduct once each week from the wages of each employee covered by this agreement who signs this authorization, the following:

May 1, 1981 .30 cents per hour per employee.

May 1, 1982 .34 cents per hour per employee.
May 1, 1983 .38 cents per hour per employee.

Forward to Asbestos Workers Administrative Fund, 130 Pine Bluff Drive, Dayton, Ohio 45440. All authorized deductions, contributions and fringe benefits. Payments are due by the 15th of the following month. If they are not paid by the 20th of the month, penalty will be charged, per carday.

I. At the regularly scheduled January meeting of the Joint Trade Board an accounting will be made of both the administrative and industry funds.

ARTICLE IX

A. The employer agrees to pay in addition to the wage scale, traveling and living expenses per week day as follows:

(1) a. First 9.99 miles radius from Third and Main - Nothing.
b. 10 to 15 miles radius from Third and Main - $2.00 transportation cost.
c. 15 to 30 miles radius from Third and Main - $8.00 transportation cost.
d. 30 to 45 miles radius from Third and Main - $10.00 transportation cost.
e. 45 miles radius from Third and Main - $15.00 transportation cost.

(2) The employer agrees that parking in downtown areas will be refunded with the return of parking receipts.

(3) In addition to items C, D, and E, employees shall receive travel time to a job and return upon completion of his work.

(4) Zone to be determined by Joint Trade Board.

The counties are:

IN INDIANA

Randolph and Wayne

IN OHIO

Auglaize, Champaign, Clark, Clinton, Darke, Greene, Logan, Miami, Montgomery, Preble, Shelby.

(5) This includes the following township in Butler and Warren countines only:

Butler County
Townships
Lemon
Madison

Warren County
Townships
Clear Creek
Franklin
Mossie
Turtle Creek
Wayne

ARTICLE X

The employer agrees that if due to weather conditions beyond his control (Act of God) and employee cannot perform his job after arriving on job site, he shall receive two (2) hours show-up time and transportation cost on job calling for same.

ARTICLE XI

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 location or their employment within the jurisdiction of Local No. 79, when they are engaged in the preparation, fabrication, alteration, application, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, 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 purpose 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 and all other such work that is within the jurisdiction of Local No. 79. This article does not include the manufacture of pipe covering and/or fittings in one piece halves nor the facing of flexible blanket duct insulation.

ARTICLE XII

Employee shall be considered "at work" for a shop from the

...e they accept employment and that they shall proceed to and execute said work in a faithful workmanlike manner and not quit same until after reasonable notice has been given employer. Mechanic in charge of out-of-town operation where transportation cost is paid shall complete same before leaving shop of em... ...r.

ARTICLE XIII

The Union shall have a permanent office address with tele phone service where their business agent or authorized officer can be communicated with between 5:30 and 6:00 A.M., and 4:00 and 6:00 P.M., each working day for the purpose of answering inquiries and providing necessary service to the trade.

ARTICLE XIV

The Union agrees that there shall be no limitation or restrictions placed upon the individual working efforts of employees.

ARTICLE XV

Either party to this agreement desiring to renew it in present form or with changes or amendment shall make known such intention in writing (30) days prior to the expiration of this agreement.

ARTICLE XVI

This agreement shall become effective May 1, 1981 and shall be rigidly observed until its expiration May 31, 1984.

ARTICLE XVII

A. The party of the first part agrees to provide such equipment as is deemed necessary by employer insurance carrier, to pro... the Health and Life of the employee.

B. All contractors working within the jurisdiction of Local No. 79 must execute a bond in the amount of $20,000.00 per contractor to protect the wages and fringe benefits, as described in this agreement, of the employees covered by this agreement.

ARTICLE XVIII

Clothing Allowance: coveralls clean and laundered, shall be

supplied by the employer when employees are working in weather-proof mastic, when job requires the same.

ARTICLE XIX

The party of the first part agrees to furnish saws while working in foam glass or equally abrasive materials.

ARTICLE XX

A. Small tools and safety equipment furnished by the employer shall be the responsibility of the employee upon signature of same.

B. Contractors agree to reimburse his employees for personal tools (used in the performance of his job duties) if they are stolen or destroyed while locked in an employer's supplied tool box, with limitation of liability to contractors of $75.00 per man. Reimbursement will be made only after theft forms are made with Police Department or proper law enforcement authority and/or no personal neglect can be substantiated on the employees part.

ARTICLE XXI

It is the intention of the parties hereto to comply with all applicable provisions of State or Federal Law and they believe that such and every part of this contract is lawful.

All provisions of this contract shall be complied with unless any of such provisions shall be declared invalid or inoperative by final order of any Court of competent jurisdiction or is caused to become invalid or inoperative due to enactment of new State or Federal Laws. In such event, the party of the first part or the party of the second part may, at its option require renegotiation of such individual provisions for the purpose of adequate replacement thereof reserving the right of an economic recourse in the event the agreement cannot be reached in such negotiations. and such action shall not constitute a violation of this agreement.

ARTICLE XXII

All mechanics and apprentices hereunder members of the Union, now in the employ of the employer, shall remain a mem-

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ber in good standing in the Union during the term of this agreement. All mechanics and apprentices covered by this agreement hereinafter employed by the employer, shall make application to the Union on the earliest date provided by applicable Federal Law after their employment, or the date of this agreement, whichever is later.

The period within which an employee shall be required to make application to the Union shall be computed from the first day employee enters the employment of any signers of the agreement.

SIGNED - June 16, 1981

Master Insulation Contractors Association of Dayton, Ohio

L. H. Rogero, Sr., President _____

James P. Wood, Secretary _____

International Association of Heat and Frost Insulators and Asbestos Workers Local No. 79, Dayton, Ohio

John P. Flynn, President _____

Robert C. Harley, Business Agent _____

Witnessed By: _____
Michael K. Moore