

1968 - 1970

WORKING AGREEMENT

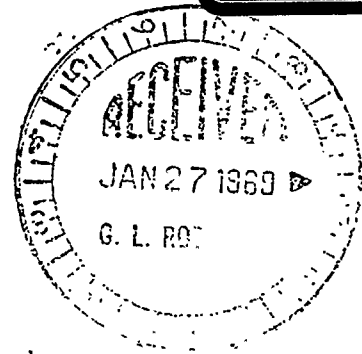
Between

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

August 1, 1968



KEN 006226

IN CASE OF EMERGENCY

THOMAS HUTCHINSON

Business Agent, Local No. 79

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Franklin, Ohio 45005

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Financial Secretary

4650 Pine Bluff Drive

Dayton, Ohio

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AGREEMENT

THIS AGREEMENT, made and entered into this (1st) day of August, 1968, by and between the Master Insulating 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 I

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. Employers may send a Mechanic 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 5:00 P.M.

ARTICLE III

The ratio of Improvers may equal but not exceed a ratio of one (1) Improver to four (4) Mechanics employed in a shop. No Improver shall execute work unless in the company with a Mechanic.

ARTICLE IV

All labor in excess of the regular work day, 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 Year's 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 representatives 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 arises, 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 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 meeting 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 violations of this Agreement shall be a secret ballot.
5. It shall require a majority vote to carry any question.

A. In 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 either party to same. Such fines or penalties shall be imposed against either the party of the first part or the party of the second part, as the case may be, 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. Improvers shall not be eligible for Mechanic examination until after having been four (4) years in the trade. Application for Mechanics examination shall be filed quarterly at the meeting of the Joint Trade Board.

8. 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 need to maintain an efficient operation; therefore, 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

The Employers hereby recognizes the Union as the exclusive collective bargaining agent for Mechanics and Improvers who perform any of the duties as described in Article XI hereof.

ARTICLE VIII

A. WAGES

(a) Effective August 1, 1968

The Employer agrees to pay Mechanics and Improvers the following wage rate:

Mechanic Wages	5.72	
1st Year Improver		
2000 hrs.	3.43	60%
2nd Year Improver		
4000 hrs.	4.00	70%
3rd Year Improver		
6000 hrs.	4.58	80%
4th Year Improver		
8000 hrs.	5.15	90%

(b) Effective February 1, 1969

Mechanic Wage	6.27	
1st Year Improver		
2000 hrs.	3.76	60%
2nd Year Improver		
4000 hrs.	4.39	70%
3rd Year Improver		
6000 hrs.	5.02	80%
4th Year Improver		
8000 hrs.	5.64	90%

(c) Effective August 1, 1969

Mechanic Wages	6.77	
1st Year Improver		
2000 hrs.	4.06	60%
2nd Year Improver		
4000 hrs.	4.74	70%
3rd Year Improver		
6000 hrs.	5.42	80%
4th Year Improver		
8000 hrs.	6.09	90%

(d) Effective February 1, 1970

Mechanic Wages	7.27	
1st Year Improver		
2000 hrs.	4.36	60%
2nd Year Improver		
4000 hrs.	5.09	70%
3rd Year Improver		
6000 hrs.	5.82	80%
4th Year Improver		
8000 hrs.	6.54	90%

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.

(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 designated pay day.

(4) Failure of the Employer to meet pay day deadline shall impose a penalty as follows: To pay each offended Employee double time from pay day deadline to the time 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.

(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. This is in addition to hourly rate.

(8) When a foreman (Employer selected) has four or more men working under his direction, he shall be paid twenty-five (\$.25) per hour above the prevailing Mechanic's rate.

C. The Employer agrees to pay to the Trustees of the National Asbestos Workers Welfare Fund at the following rate of (\$.20) per hour per Employee: effective August 1, 1968. Payments are due by the 15th of the following month.

D. The Employer agrees to pay to the Trustees of the Asbestos Workers Central States Pension Plan at the following rate of (\$.20) per hour per Employee: effective August 1, 1968. Payments are due by 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 (\$.40) per

hour per Employee until February 1, 1969. Effective February 1, 1969 the rate shall be (\$.50) per hour per Employee. (First National Bank - 3122 Salem Avenue - Dayton, Ohio). Payments are due by the 15th of the following month.

F. Apprenticeship Fund Contributions:

(1) The Employer shall deduct (\$.01) per hour for each man hour worked and forward to the Trustees of the Dayton, Ohio Area Asbestos Workers JAC Fund. (90 Vermont Avenue, Dayton, Ohio 45404). Payments are due by the 15th of the following month.

(2) The Employer shall contribute (\$.01) per hour for each man hour worked and forward to the Trustees of the Dayton, Ohio Area Asbestos Workers JAC Fund. (90 Vermont Avenue, Dayton, Ohio 45404). Payments are due by the 15th of the following month.

(3) If an Employer fails to contribute into the Dayton, Ohio Area Asbestos Workers JAC Fund as provided for within thirty (30) days after the due dates, it shall be considered a breach of this Contract. If the Employer fails to contribute the Union may remove its membership from the shop of such delinquent Employer until such delinquencies are made up by the Employer and a penalty has been assessed by the Joint Trade Board.

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 mile radius from Third and Main - \$2.00 transportation cost.
- c. 15 to 35 mile radius from Third and Main - \$5.00 transportation cost.
- d. 35 to 50 mile radius from Third and Main - \$7.00 transportation cost.
- e. 50 mile radius from Third and Main - \$10.00 transportation cost.
- f. Area A, C and D (Wood City) W.P.A.F.B. - \$2.00 transportation cost.
- g. Area B - Wright-Patterson Air Force Base - \$1.00 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 3, 4 and 5, 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
Wayne

IN OHIO

Auglaize
Champaign
Clark
Clinton
Drake
Greene
Logan
Miami
Montgomery
Preble
Shelby

(5) This includes the following townships in Butler and Warren Counties only:

BUTLER COUNTY
TOWNSHIPS

Lemon
Madison

WARREN COUNTY
TOWNSHIPS

Clear Creek
Franklin
Mossie
Turtle Creek
Wayne

ARTICLE X

The Employer agree 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 board and room or car fare if on job calling for same.

ARTICLE XI

This Agreement covers the rates of pay, rules and working conditions of all Mechanics and Improvers covered by this Agreement and employed by an Employer signatory to or otherwise committed to abide by this Agreement, regardless of location of 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 weather-proofing 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 flexible blanket duct insulation.

ARTICLE XII

Employee shall be considered "at work" for a shop from time 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 board is paid shall complete same before leaving shop of Employer.

ARTICLE XIII

The Union shall have a permanent office address with telephone 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 limitations or restrictions placed upon the individual working efforts of Employees.

ARTICLE XV

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

ARTICLE XVI

This Agreement shall become effective August 1, 1968 and shall be rigidly observed until its expiration July 31, 1970.

ARTICLE XVII

The party of the first part agrees to provide such equipment as is deemed necessary by Employer Insurance Carrier, to protect the health and life of the Employees.

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

Small tools and safety equipment furnished by the Employer shall be the responsibility of the Employee upon signature for same.

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 each 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 and 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 such negotiations, and such action shall not constitute a violation of this Agreement.

ARTICLE XXII

All Mechanics and Improvers hereunder members of the Union, now in the employ of the Employer, shall remain member in good standing in the Union during the term of this Agreement. All Mechanics and Improvers 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 into the employment of any signers of the Agreement.

Signed

MASTER INSULATING CONTRACTORS
ASSOCIATION OF DAYTON

Per L. H. ROGERO, SR., President

Per LLOYD E. YOUNT, Secretary

INTERNATIONAL ASSOCIATION OF HEAT AND
FROST INSULATORS AND ASBESTOS
WORKERS LOCAL NO. 79 DAYTON, OHIO

Per JOHN P. FLYNN, President

Per THOMAS HUTCHINSON, Secretary

Witnessed By ROBERT CAMPBELL

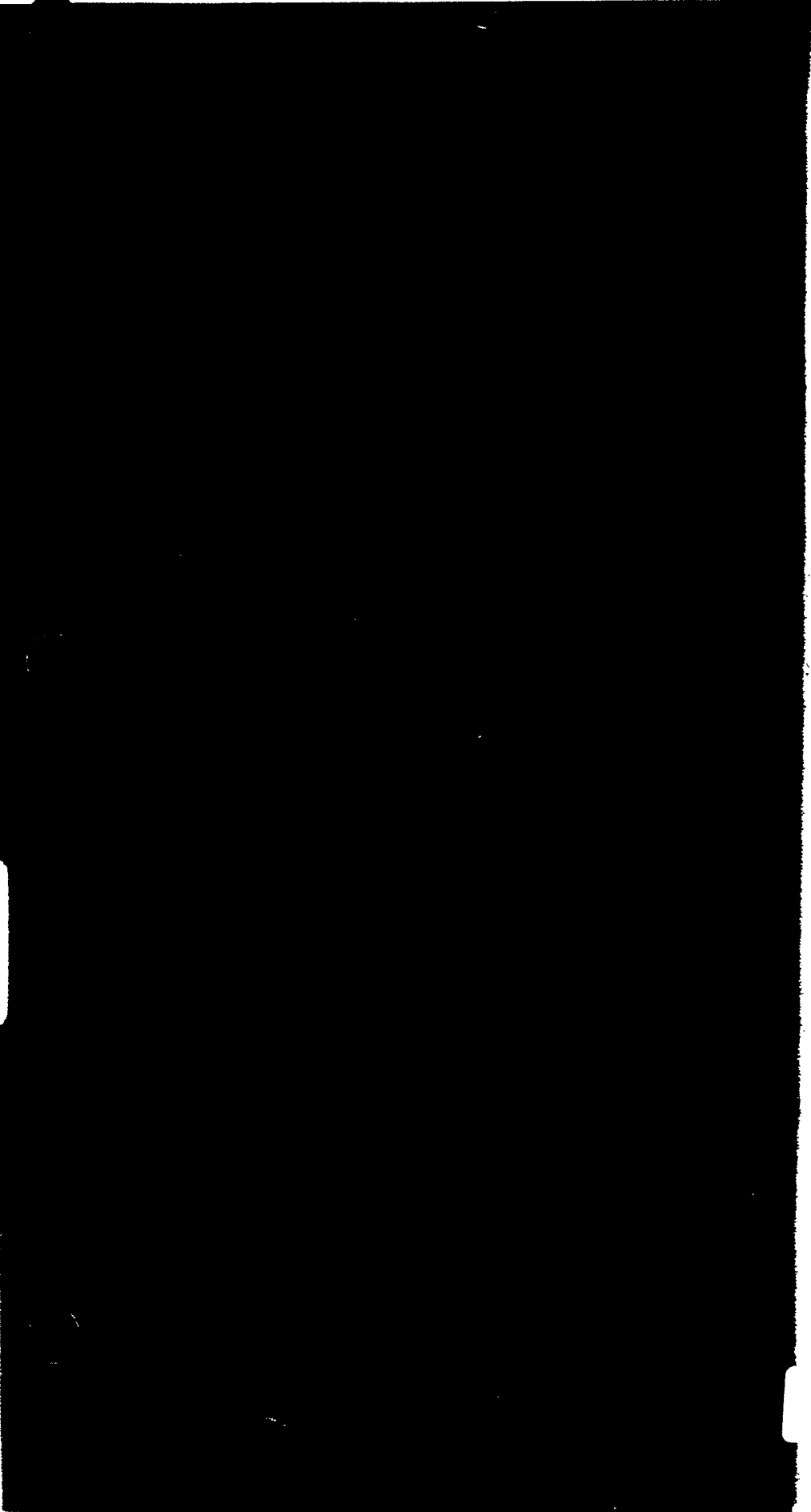
File in Labor Book
HR 89-65

Mr. Swain had his secretary give me the following information regarding drinking water provisions in the labor contracts:

Asbestos Workers-----	No Provision
Boilermakers -----	Properly cooled water
Carpenters -----	Ice water shall be furnished when necessary
Cement Masons-----	June 1st through Sept. 30 water shall be iced
Electrical Workers -----	No provision
Ironworkers -----	Suitable drinking water
Laborers -----	Cold drinking water one hour after starting time
Millwrights -----	No provision
Operating Engineers -----	No provision
Painters -----	No provision
Sheet Metal Workers -----	No provision
Plumbing and Pipe Fitters -----	No provision
Teamsters -----	No provision

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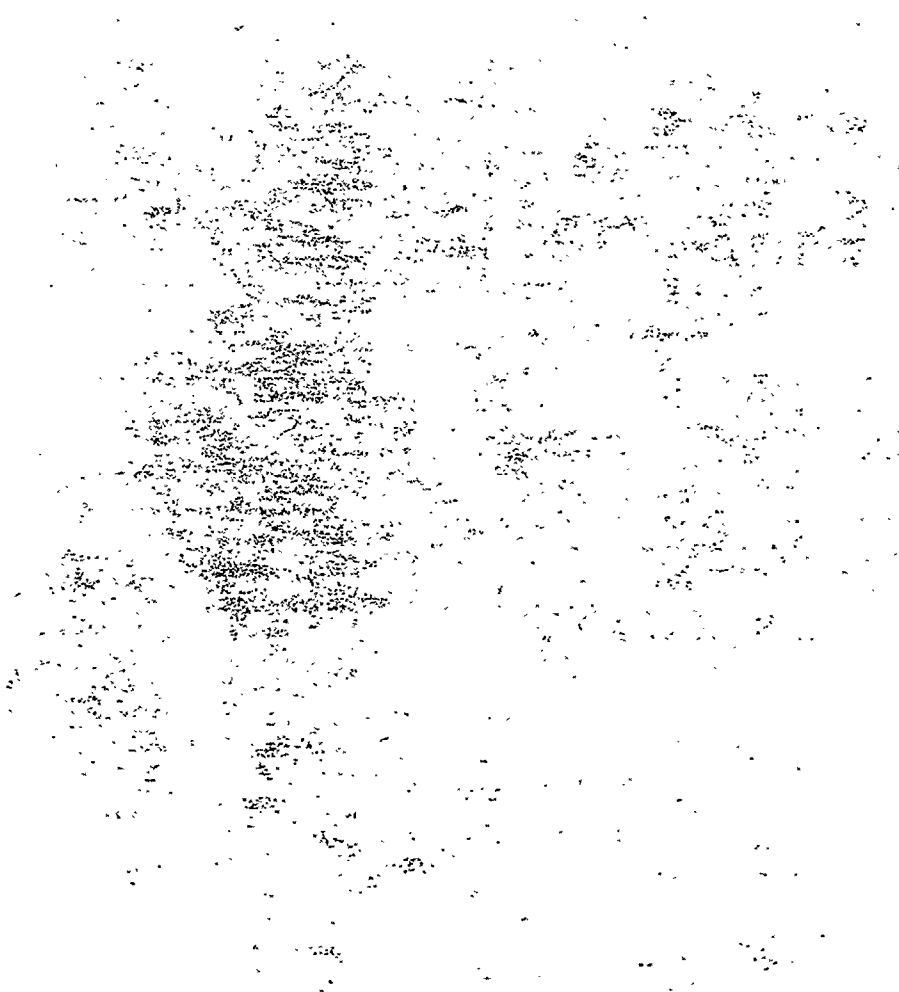


6471 Craft Agreements



KAISER ENGINEERS, INC.
CRAFT AGREEMENT
Middletown, Ohio
Job 7100

KEN 006224



KEN 006225