

# **Agreement between the Insulators and Allied Workers Local 16**

**and the**

## **Western Insulation Contractors Association Northern California Chapter, Inc.**

THIS AGREEMENT, made and entered into this 1st day of August 2016, by and between the INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS and ALLIED WORKERS LOCAL 16, hereinafter referred to as the Union, and the WESTERN INSULATION CONTRACTORS ASSOCIATION, NORTHERN CALIFORNIA CHAPTER, INC., hereinafter referred to as the Association, for and on behalf of the Individual Insulation Contractors who are its members and have authorized it to represent them, and such other Individual Insulation Contractors as may become signatory to this Agreement or any counterpart thereof, which Individual Insulation Contractors are hereinafter referred to as Individual Employers.

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**ARTICLE I**  
**Area Covered**

1. It is hereby agreed that these working rules and wage rates in this Agreement shall apply in the following Northern California and Northern Nevada counties. Northern California: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Mono, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba. Northern Nevada: Carson, Churchill, Douglas, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, and Washoe.
2. Employers party to this Agreement agree that on all operations outside of the area covered by the chartered jurisdiction of Local 16, 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. An Employer may send a journeyman from Local 16, and such employee shall receive, in addition to transportation cost, the highest wage rates for his classification, board allowance, fringe benefits and other conditions of employment as established in either Agreement.

**ARTICLE II**  
**Working Rules**

3. Five (5) consecutive days of eight (8) hours, (exclusive of meal period) Monday through Friday inclusive, shall constitute a week's work.
  - 3.1. At the option of the Individual Employer a four (4) day per week, ten (10) hour schedule (4-10's) may be established. The regular work week shall be from Monday through Thursday. Pay for each of these four (4) days shall be ten (10) hours at the straight time hourly rate. All work in excess of ten (10) hours shall be paid two (2) times the straight time hourly rate. There shall be no make-up days unless said project is shut down by the owner for an emergency situation. Should a recognized Holiday fall on a scheduled work day and the employees do not work on said Holiday, the weekly schedule for said week would be a three (3) days per week, ten (10) hour schedule (3-10's) Monday through Thursday exclusive of the Holiday. Should a recognized Holiday fall on a Friday, the previous day, Thursday shall be observed as the Holiday.
  - 3.2. If a fifth day is worked, the pay shall be one and one-half (1 ½) times the straight time hourly rate for the first ten (10) hours worked. All work in excess of ten (10) hours shall be paid two (2) times the straight time hourly rate. If a sixth or seventh day is worked, the pay shall be two (2) times the straight time hourly rate.
4. The regular workday shall consist of eight (8) consecutive hours, exclusive of meal period, commencing at 8:00 a.m.; the starting time, however, may as particular job conditions permit or require, be changed to between 6 a.m. and 8 a.m. by agreement between the Individual Employer and the employees affected.

5. Triple (3) the regular straight time hourly rate shall be paid for all work ordered by the Employer and performed on Labor Day, provided, however that no work shall be ordered by the Employer and performed on Labor Day except in special cases of emergency.
6. Double the minimum hourly wage rate shall be paid for all work performed by order of the Individual Employer on Sundays and on any recognized holiday. If any such holiday falls on Saturday, the preceding Friday shall be considered the holiday or, if on a Sunday, the following Monday shall be considered the holiday. For the purposes of this paragraph, recognized holidays shall be:
  - New Year's Day (January 1),
  - President's Day (the third Monday of February),
  - Good Friday (the Friday before Easter Sunday),
  - Memorial Day (the last Monday in May),
  - Independence Day (July 4),
  - Labor Day (the first Monday of September) (triple time)
  - Thanksgiving Day (the 4th Thursday in November)
  - The day after Thanksgiving (Friday)
  - Christmas Day (December 25)
7. Except as otherwise required by Sections 3.2, 5 and 6, one and one half times the minimum hourly wage rate shall be paid for the first two (2) hours of overtime work, directly following eight (8) hours Monday through Friday, and for the first ten (10) hours worked on Saturdays. Double the minimum hourly wage rate shall be paid for all other overtime worked Monday through Friday and in excess of ten (10) hours on Saturdays. Overtime for Journeymen shall be paid at the minimum Level II hourly wage rate, not an employee's individual account status, (Level III, IV, or V). For the purpose of this Section 7, overtime shall be defined as work performed by order of the Individual Employer either before the start of, or after the end of, the regular work day, Monday through Friday, as provided in Section 4, and all work performed on Saturdays, Sundays, and on any recognized holiday. When it is necessary to work overtime on a job, the employees working on that job have first priority. If the manpower needs cannot be met from the employees working on that job, the Employer may transfer individuals in its employ, from other jobs in the order of classification as determined in Article VII.
8. The hours of employment shall be reckoned and paid for by the day (eight hours) and the half-day (four hours), any fraction of a half-day to be paid as a half-day and any fraction of a day over half a day, as a full eight (8) hour day, excepting only, however, that work performed before the start or after the end of the regular work day, as defined in Section 9, shall be reckoned and paid for by the hour and half-hour, any fractions of a half-hour to be paid for as a half-hour or any fraction greater than a half-hour as a full hour.
9. Employees who have not been instructed not to return to work on the next working day, or who are late reporting for work on the next working day, shall be paid for only the actual time worked. Employees who leave work early for reasons of their own must notify the Employer or Employer's representative and shall be paid only for the actual time worked, except as provided in Section 14000 of the Elections Code.

10. Local 16 agrees that employees covered hereby are considered “at work” for a shop from the time they are accepted for employment by the Employer and that they shall proceed to and execute work in a faithful workmanlike manner and not quit same until the close of any work day. Upon quitting, an employee shall notify the Union Employment Office not later than 8:00 a.m., the following day, and the Local Union shall notify the Employer not later than 9:00 a.m., the same day.
11. All work shall be completed in a professional and workmanlike manner, and as consistently as possible per the attached Code of Workmanship adopted by the Preservation Trust, attached hereto as Appendix B.
12. The written instructions of the Individual Employer shall take precedence over specifications from architects and engineers or any other source or authority, as to the work to be performed, materials to be used or applications of work. In the absence of written instructions from the Individual Employers, however, job specifications shall be followed. In no event shall an employee be required to violate any law or regulation of any administrative body, federal, state or local. Employer to provide instructions prior to start of project.
13. Employees covered by this Agreement shall not be permitted to furnish, lease or rent the use of any automobile or other conveyance to the Employer to transport men, tools, equipment or materials from shop to job, from job to job, or from job to shop. Facilities for such transportation will be provided by the Employer. This provision shall not restrict the use of any automobile or other conveyance to transport the owner and personal tools from home to shop or job at starting time, from job to job, or from job to home at quitting time.
14. The individual employer shall forward to the union office copies of any written reprimands of local 16 members, within 5 days of the incident.
15. There shall be a one-half (1/2) hour meal period following completion of the first half-day of work.
16. The ratio of Apprentices employed by any one Individual Employer at any given time, whether in the shop or at the job site, shall not exceed one (1) apprentice for up to every three (3) journeymen employed by such Individual Employer, unless approved by the Union. No apprentice shall perform any of the work covered by this Agreement except in the company of a journeyman. No Individual Employer, however, shall be held to the requirements of this Section at any time when he has on file in the Employment of the Union a bona fide written request for the dispatch of a journeyman, or journeymen, which the Union has not filled in accordance with the provisions of Section 98.
17. Local 16, through its Apprenticeship Training Facilities, shall train for OSHA 10, OSHA 30, CPR, First Aid and any other safety training that may be deemed necessary by the JATC trustees to advance our industry. Local 16 shall notify its membership and all signatory contractors of the dates of the training, and shall make the training available to all Local 16 members and signatory contractors at no charge.
18. Upon dispatch, Employers may request Employees who possess Certifications for (i.e. DISA-DSOP, OSCA-RSO, OSHA10, CPR/First Aid, TWIC, confined space). Local 16 shall bear the cost of said training upon successful completion; and shall supply their members with a card listing all certifications and expiration dates. The individual employer

shall bear the cost of any site specific training, as well as wages for employees who successfully complete specific training.

19. Local 16 shall maintain records of training and their expiration dates. This information will be noted on all dispatches.
20. In the performance of the work covered by this Agreement, the Individual Employer and employees shall be governed by the requirements of all federal and state health and safety laws including without limitations the Federal Occupational, Safety and Health Act of 1971 and the California Labor Code, and any and all regulations issued pursuant thereto by any authority, state or federal. Employers shall keep all copies of the MSDS, or equivalent, at the jobsite.
21. The Individual Employer shall supply respirators, masks, hard hats, and all other safety equipment required by law, federal, state, or local, in the performance of work covered by this Agreement, to the employee without cost. Failure to use such equipment when required by law, or failure to show up at work without the same, may result in loss to the employee of any time required to supply the lack of the same.
22. The employee shall arrive at their designated work site fit for work with proper clothing and footwear. Employees where required shall wear Employer provided and approved hard hats with only Employer approved stickers and labeling. Employees shall provide and wear sturdy work shoes as required, i.e. steel toed leather Safety Work Boots with ½” (one-half inch) heel where required by the customer or owner. Employees shall wear proper eye and hearing protection where required.
23. Each employee covered by this Agreement shall furnish the following hand tools:

12' Rule	Circumference Rules
Cutting Knives with Scabbards	Chalk Box with Chalk
Nippers	24” Framing Square
Shears or Scissors	Mallet or Beater
Lacing Needle	Large Rubber Gloves
Pointing Trowel	Tool Box or Bag
Flat Trowel	Dividers
Keyhole or Compass Saw	Punch or Awl
Cross Cut Saw	Screwdrivers
Tin Snips	Palms
Two Spring hand clamps	Sheet Metal Snips, Lefts, Rights & Straights
24. The Individual Employer shall furnish all hand saws for the cutting of foamglass, Perlite, portable power tools, banding tools, staple guns, safety equipment, bungee cord, leather gloves (where required for metal work and protective gloves for hot work: i.e. energized steam lines, steam traced lines, boilers, foamglass, etc.) and hand cleaner where the nature of the work demands it.
25. The employee shall be responsible for the proper care of any tools and equipment supplied to him by the Individual Employer as provided in Sections 21, 22 and 24. Any such tools and equipment shall be checked out to the employee as needed and shall be returned upon

demand unless the employee has a satisfactory explanation for his failure to return the same.

26. When an Employer comes in from outside the chartered jurisdiction of Local 16 to perform work within the chartered jurisdiction of Local 16, he must secure all employees but one through the employment office of Local 16, provided however that if the work, whether on one or more jobs, exceeds 40 man hours in duration he must secure at least one employee through the employment office of Local 16 to work with the one man brought in.
27. Shift Work: When so elected by the Employer, multiple or alternate shifts may be worked provided that the Union is notified 24 hours in advance of the starting of such shift work, except emergency situations as agreed upon by the business office of Local 16.
28. The 1st shift shall start 8 a.m. and finish at 4:30 p.m. with a 1/2 hour meal period. Pay for the 1st shift shall be at the regular straight wage rate for the hours worked.
29. The 2nd shift shall start at 4:30 p.m. following the 1st shift and shall end at 12:30 a.m. with a 1/2 hour meal period. Pay for the 2nd shift shall be at 110% of the regular wage rate for the hours worked, plus 1/2 hour. Vacation will be paid at 100%.
30. The 3rd shift, if worked, shall start at 12:30 a.m. following the 2nd shift and shall end at 8:00 a.m. with a 1/2 hour meal period. Pay for the 3rd shift shall be at 115% of the regular rate for the hours worked, plus 1 hour. Vacation will be paid at 100%.
31. Shift work pay rates shall be applicable to all shift hours worked from the first shift, Monday through the last shift on Friday, excluding Holidays. All other hours worked shall be paid as provided for in Sections 6 and 7.
32. The Employer may elect to work multiple or alternate shifts only when the following conditions are met:
  - 32.1. If only one shift is worked the pay rate shall be 110% other than the regular shift.
  - 32.2. Shift work must remain in effect for no less than five (5) consecutive workings days.
  - 32.3. Shift work must start on the 1st regular work day of the week unless the Union and the Employer agree upon an alternate starting day.
  - 32.4. In case of emergency and also to meet the specific project requirements, the above shift arrangements may be adjusted by agreement with the business office of Local 16.
  - 32.5. Should the shift be less than five (5) working days the first eight (8) hours of each day shall be paid at the rate of one and one-half (1 ½ ) times the applicable rate.
33. The starting time of each shift may be moved forward up to two (2) hours as provided in Section 4, provided however that if starting time of one (1) shift is moved, the starting time of all shifts shall be moved equally.

**ARTICLE III**  
**Wage Rates**

34. Zone 1 will include the following counties: Alameda, Contra Costa, Marin, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Solano and Sonoma Counties.

34.1. Zone 2 will include the following counties: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Nevada, Placer, Plumas, Sacramento, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.

34.2. Zone 3 will include the following counties: Northern Nevada: Carson, Churchill, Douglas, Humboldt, Lander, Lyon, Mineral, Pershing, Storey and Washoe Counties:

Effective August 1, 2016, the minimum hourly wage rate for journeymen in Zone 1 shall be as follows on the date indicated, unless re-allocated in accordance with the terms of this Agreement.

34.3. August 1, 2016, the minimum hourly rate for journeymen, level II shall be \$62.36 per hour; minimum total package shall be \$85.72 per hour.

34.4. August 1, 2017, the scheduled increase for journeymen shall be \$3.00 per hour.

34.5. August 1, 2018, the scheduled increase for journeymen shall be \$3.10 per hour.

Effective August 1, 2016 the minimum hourly wage rate for journeymen in Zone 2 shall be as follows on the date indicated, unless re-allocated in accordance with the terms of this Agreement.

34.6. August 1, 2016, the minimum hourly rate for journeymen, level II shall be \$46.96 per hour; minimum total package shall be \$70.32 per hour.

34.7. August 1, 2017, the scheduled increase for journeymen shall be \$2.50 per hour.

34.8. August 1, 2018, the scheduled increase for journeymen shall be \$2.60 per hour.

Effective August 1, 2016 the minimum hourly wage rate for journeymen in Zone 3 shall be as follows on the date indicated, unless re-allocated in accordance with the terms of this Agreement.

34.9. August 1, 2016, the minimum hourly rate for journeymen, level II shall be \$38.21 per hour; minimum total package shall be \$61.57 per hour.

34.10. August 1, 2017, the scheduled increase for journeymen shall be \$2.00 per hour

34.11. August 1, 2018, the scheduled increase for journeymen shall be \$2.10 per hour.

34.12. The above hourly wage rates include vacation allowance.



35. Apprentices shall be paid in accordance with the following schedule:

Year	% Journeymen Wage Rate (Excluding Vac.)	% Journeymen Vacation	Pension	Health & Welfare
1	40%	0%	\$0.00	\$7.70
2	52.50%	50%	\$0.00	\$14.50
3	65%	65%	\$7.61	\$14.50
4	80%	80%	\$7.61	\$14.50
5	90%	90%	\$7.61	\$14.50

36. The contribution rate for Health and Welfare is Fourteen Dollars and Fifty Cents (\$14.50) per hour worked. The second and third year Health and Welfare contribution rate shall be determined per Section 124. This paragraph shall be subject to allocation by the Union as provided in Section 37.
37. The Union shall have the option of allocating out of the wage negotiated herein, such amounts up to Five Cents (\$0.05) per hour annually for new benefits and whatever other amounts determined by the Trustees as are needed to maintain the present level of benefits as it deems necessary to any one or ones of the existing Trust Funds mentioned in Article IX as of August 1, 2016, for the purpose of maintaining, increasing, decreasing, or adding to the benefits herein provided. Allocations may take place twice a year determined by the Union members at a Union meeting in June and November to take effect on August 1st or January 1st with the Union providing the Association in writing not less than thirty (30) days in advance, consistent with the applicable Trust Agreement to which the same shall be applied, except as otherwise specified under Section 136. Upon allocation the amount involved shall cease to be wages to the employee.
38. When five (5) or more employees are employed on a job, one (1) employee shall be classified as a Foreman and shall receive Three Dollars (\$3.00) per hour over the journeyman rate. A Foreman in charge of twenty (20) or more employees shall be classified as a General Foreman and shall receive Five Dollars (\$5.00) per hour over the applicable journeyman man rate.
39. Any employee required to work from a boson's chair, sky-climber or suspended scaffolding, without a solid frame scaffold, shall, regardless of whether the particular equipment or condition has been found safe, be paid premium pay at the rate of Two Dollars (\$2.00) per hour for each hour worked. All employees shall be properly trained in the safe operation of any and all equipment.
40. Payment of all wages and allowances shall be made weekly on the day designated by the Employer as pay day. No more than three (3) days may be held back by an Individual Employer at any time.
41. When employees are laid off or discharged, they must be paid wages due them at the time of layoff or discharge in accordance with the provisions of the California Labor Code; except, in the case of emergency jobs where work is performed outside of regular working hours, the overtime may be paid at the office of the Employer not later than the first straight time working day thereafter, or mailed at the request of the employee to the employee's home.

42. No discharge or layoff shall be effective unless at the time of discharge or layoff, the employee is paid in full at the job site or as otherwise herein provided. If the Employer fails to pay the employee in full immediately upon such discharge or layoff, the Employer shall pay the employee for waiting time an additional sum equal to two (2) hours straight time pay, such sum to be in addition to any penalty or penalties provided by law.
43. If, however, a job is shut down by reason of the act of prime-contractor or owner, the employees may be paid on the day following the layoff at the dispatch office without penalty.
44. For the purpose of this Agreement an employee is laid off when they are instructed not to return to work on the next working day.
45. It is incumbent upon Local 16 to ensure that all documents filed with State and Federal agencies, such as the Department of Industrial Relations and the Department of Labor, accurately reflect the correct name of Local 16 as shown on the cover of the Master Labor Agreement, and that all job descriptions and categories are filed with the appropriate State and Federal agencies. Local 16 will also be responsible for the accurate and timely filing of any new wage allocations or wage diversions with the appropriate State and Federal agencies.

**ARTICLE IV  
Travel & Subsistence**

46. Daily Travel Rates: Based by county in California and a radius from Reno City Hall for Nevada.
47. For the purpose of this agreement Placer and El Dorado Counties will be divided by Highway 49. The area west of Highway 49 will be paid at the daily travel rate of Ten Dollars (\$10.00). The area east of Highway 49 will be paid at the daily travel rate of Thirty Dollars (\$30.00).

County	Rate	Zone	County	Rate	Zone
Alameda	10.00	1	Placer (west of Highway 49)	10.00	2
Alpine	subsistence	2	Placer (east of Highway 49)	30.00	2
Amador	20.00	2	Plumas	subsistence	2
Butte	subsistence	2	Sacramento	10.00	2
Calaveras	30.00	2	San Benito	subsistence	1
Colusa	30.00	2	San Francisco	10.00	1
Contra Costa	10.00	1	San Joaquin	20.00	2
Del Norte	subsistence	2	San Mateo	10.00	1
El Dorado (west of 49)	10.00	2	Santa Clara	15.00	1
El Dorado (east of 49)	30.00	2	Santa Cruz	35.00	2
Fresno	10.00	2	Shasta	subsistence	2
Glenn	subsistence	2	Sierra	subsistence	2
Humboldt	subsistence	2	Siskiyou	subsistence	2
Kings	40.00	2	Solano	10.00	1
Lake	subsistence	2	Sonoma	20.00	1
Lassen	subsistence	2	Stanislaus	15.00	2
Madera	20.00	2	Sutter	30.00	2
Marin	10.00	1	Tehama	subsistence	2
Mariposa	30.00	2	Trinity	subsistence	2
Mendocino	subsistence	2	Tulare	40.00	2
Merced	20.00	2	Tuolumne	30.00	2
Modoc	subsistence	2	Yolo	10.00	2
Mono	subsistence	2	Yuba	30.00	2
Monterey	subsistence	2	Reno, NV 0-20 mile radius	10.00	3
Napa	20.00	1	Reno, NV 21-40 mile radius	20.00	3
Nevada	20.00	2	Reno, NV 41-60 miles radius	30.00	3

48. For the purpose of this agreement daily travel rates for the State of Nevada will be determined by a radius extending from the Reno City Hall as follows
  - 0 – 20 miles = \$10.00
  - 21 – 40 miles = \$20.00
  - 41 – 60 miles = \$30.00 (subsistence)
  - Over 60 miles = \$85.00 (subsistence)
49. The above allowances for California and Nevada will be adjusted by One Dollar (\$1.00) should the average price of a gallon of unleaded gasoline in Northern California increase to Four Dollars (\$4.00). The average price shall be determined by AAA.
50. Employees shall be paid mileage from a job to another job in the same day except when using a company vehicle.
51. There shall be no travel pay while driving a company vehicle.
52. The above allowance will be set at the current published IRS Standard Mileage Rate for Business Travel.
53. Should the employee incur a toll charge in traveling to or from the job, such toll charge shall be paid to the employee in lieu of travel expense, unless the accrued travel exceeds the toll charge, in which event travel expense alone shall be paid.
54. Subsistence Area Allowances: Employees directed not to return home from the job site in a subsistence area shall be paid the following:
55. Travel In/Out: A flat rate shall be paid for travel expense for subsistence jobs. This includes Sixty Dollars (\$60.00) one way when first reporting for work at the job site and Sixty Dollars (\$60.00) one way on return at the conclusion of the job unless, directed by the employer to return home, or to another job. (Example – if an employee is working on a subsistence job and the job is delayed and the employee is sent home, or is instructed to go to another jobsite in another county, then is instructed to return to the original jobsite, the employee would be entitled to an additional \$60.00 in and \$60.00 out. The employee may be transferred between jobs within a subsistence county or adjacent county and would not be entitled to the in/out rate.). In addition, travel expense locally from the closest available commercial lodging to the job site and return at the following rate for each mile traveled in excess of ten (10) miles each way, each day they are required to report for work at the job site during the period of such employment. Employees quitting the job on their own initiative before completion of fifteen (15) working days shall not be entitled to travel expenses.
56. The above allowance will be set at the current published IRS Standard Mileage Rate for Business Travel.
57. Subsistence: Subsistence shall be paid throughout the duration of their employment at the job site, Saturdays, Sundays and holidays included, when worked, in addition to wages and other benefits, provided in the Agreement, when worked, at the rate of: Eighty Five Dollars (\$85.00) per day worked except as noted:

- 57.1. Subsistence shall not be applicable on days where individual employees are instructed to return home. (Examples are one (1) day jobs, jobs requiring multiple mobilizations/demobilizations, last day of the project, etc.).
58. Employees being paid subsistence who fail to report for work on a regular work day will not be entitled to the allowance set forth in Sections 54 through 57 for such day or days provided that the foregoing will not apply to any employee who presents a doctor's certificate or otherwise proves to the Union's satisfaction that he was unable to report to work because of illness or any other just cause.
59. Employees discharged for cause in a subsistence area shall not be entitled to return mileage provided they are paid off at time of discharge. In the event of a dispute respecting the existence of just cause for discharge, just cause shall be determined under the grievance procedure.
60. Parking: The Individual Employer shall reimburse his employees for their cost of parking up to a maximum of Sixty Dollars (\$60.00) per day in areas where free parking is not available within One Quarter (1/4) of a mile of the entrance to the job site providing a valid parking receipt is presented. With mutual consent between the employee and employer, cost of public transportation may be paid in lieu of parking.

#### **ARTICLE V Show-up Time**

61. Employees ordered to report for work at a shop or on a specific job, for whom no employment is provided, shall receive two (2) hours pay at the applicable rate, except in cases where bad weather conditions prevent working and due notification has been given the employee.

#### **ARTICLE VI Work Covered**

62. The Association and the Individual Employers, parties hereto, recognize the Union as the duly authorized, sole and exclusive Collective Bargaining Representative under Section 9(a) of the National Labor Relations Act of all employees employed by the Individual Employers who perform work covered by this Agreement, on all present and future job sites within the jurisdiction of the Union, on the following basis: The Union has requested that each Individual Employer recognize the Union as the Section 9(a) representative of its employees; the Union has offered to submit to each Individual Employer, directly or through its bargaining representative, evidence that the Union has the support of a majority of the Individual Employer's employees; and the Individual Employer acknowledges and agrees that a majority of its employees have authorized the Union to represent them in collective bargaining.
63. Local 16 shall have a permanent office address with telephone service where their Business Agent or authorized officer can be communicated with between 7:30 a.m. and 3:00 p.m. each working day for the purpose of answering inquires and providing the necessary service to the trade.

64. This Agreement shall cover all work falling within the recognized craft jurisdiction of Local 16, including without limitation of the foregoing:
65. Lining of all mechanical room surfaces and air handling shafts.
66. The filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems.
67. All foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems.
68. All duct lining, and duct wrapping, done on the job site, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes.
69. The insulation of all field joints on pre-insulated underground piping, and the pouring of Gilsilite or its equivalent.
70. Any finish material which is contiguous to the thermal or acoustical application.
71. The preparation, distribution of materials on job sites, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintaining, finishing, and weather proofing of hot or cold thermal or acoustical insulation with such materials as may be specified.
72. The application of any material, including metal and PVC jacketing, Alumaguard or equivalent, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control.
73. The Agreement shall cover all other work of a specialty nature, covered by the jurisdiction of Local 16 or the International Union.
74. All such work of the Individual Employer which has normally and traditionally been performed at the job site by the employees covered by this Agreement shall continue to be performed at the job site by the employees covered by the Agreement. The Individual Employer may, however, bring in for installation at the job site, materials not so fabricated which have been fabricated elsewhere provided no employee may be required to install such materials if fabricated under conditions less favorable to employees than those provided under this Agreement.
75. None of the work covered by this Agreement, which is to be performed at the site of construction, alteration, painting or repair of any building, structure or other work, shall be subcontracted by any Individual Employer except to an Individual Employer who is included within the multi-Employer collective bargaining unit covered hereby, or is otherwise party to this Agreement or any counterpart thereof.

76. This provision shall be enforced only when both of the following criteria are satisfied: (1) when such enforcement is necessary to protect and preserve to the employees in the aforesaid multi-Employer collective bargaining unit all of the work normally and traditionally performed by them and for no other cause. (2) For any specialty work under Local 16's jurisdiction, for which said Union cannot provide an Employer signatory to Local 16 the provisions of this Section shall not apply.
77. All disputes over the jurisdiction of the work covered by this Agreement, if not satisfactorily settled, shall be referred to the Plan for Settling of Jurisdictional Disputes in the Construction Industry or such other tribunal as may become successor thereto. The Individual Employers and the Union agree to be bound by all of terms and provisions of the Plan for Settlement of Jurisdictional Disputes and by the procedural rules and regulations of the National Joint Board, or by the provisions of any plan successor thereto which may be adopted by the Building and Construction Trades Department, AFL-CIO.
78. No Individual Employer, or Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) on an Individual Employer's license, or officer or shareholder of a corporate Individual Employer, or owner of an unincorporated Individual Employer, shall use the tools of the trade, or personally perform any of the work covered by this Agreement.
79. No active employee covered by this Agreement shall takeoff, estimate, sell, contract, or sub-contract on any of the work covered by this Agreement.
80. It shall be deemed just cause for the discharge of an employee by an Individual Employer if such employee engages in business as a contractor upon work covered by this Agreement while on the payroll of such Individual Employer.
81. In the event any Individual Employer should learn of the award of any of the type of work covered by this Agreement to any contractor not party to this Agreement, it shall immediately notify the Union and supply it with all of its information relating thereto.
82. In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when an Individual Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Individual Employer, through its officers, directors, partners or stockholders exercises directly or indirectly management, control or ownership, the terms and conditions of this Agreement shall be applicable to all such work. This clause shall be applicable to job site work as that term is used in the construction industry proviso to Section 8(e) of the National Labor Relations Act. This clause shall not be applicable to non-job site work.
83. All charges of violations of Section 82 shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes. Neither the Union nor the Employer shall have the right to strike or lock-out in order to enforce the decision of the arbitration enforcing the provisions of Sections 82 and 83.

84. Market Recovery Program: The parties to this Agreement recognized the need for a Market Recovery Program and the necessity of assuring the competitive position of the parties within the industry. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement, relative to the specific geographic or market areas and will endeavor, by mutual agreement; to initiate such supplements to the Agreement as may be necessary to assure the work opportunities and the competitive position of the Individual Employer and Local 16. Supplements to this Agreement will not be utilized where there are President Agreements or Project Agreements which cover the work being bid.
85. In order to accomplish these goals, the officers of Local 16 will meet with the members and Employers to determine and establish procedures to respond to those markets or areas shown to be lost or substantially lost.
86. A Market Recovery Committee of the three officers of Local 16 and three signatory Employers will be established upon execution of this Agreement and shall meet as needed. The Committee shall have the authority to discuss requests of an immediate nature.
87. Any supplements made to the Agreement by the Local 16 officers shall be reviewed as needed by the Committee to determine their effectiveness at which time the supplement will be extended, modified or terminated by the Market Recovery Committee. Jobs bid under the Market Recovery Program shall be completed under the terms of the applicable supplemental Agreement. The Individual Employer and Local 16 shall be responsible for providing market data in order to determine whether such supplements have been effective. Any false or misleading information intentionally presented by the signatory parties in order to effect the implementation of such supplements, shall constitute fraud, said parties reserve the right to any and all remedies available by law to seek redress.
88. The following items will be available for modification from the Master Agreement, when deemed necessary to recover the market in areas found to qualify by the Local 16 officers:
  - 88.1. Apprentice to journeyman ratios.
  - 88.2. Wage rates.
  - 88.3. Subsistence and travel.
  - 88.4. Modifications in premium pay.
  - 88.5. Modifications in work week.
  - 88.6. Modifications of holidays.
89. Dues under this program will be set by Local 16.
90. No transfer of apprentices dispatched under this program will be allowed, unless said apprentice is currently working for the Employer under the Master Agreement, or said transfer is to another project covered under this section, being performed by the same Employer.



91. Employers making any transfer of apprentices covered under this section shall notify Local 16 in writing, within five (5) calendar days, as to the name, date and location of said transfer.
92. Written notification of all supplements granted by the Local 16 officers under this section will be given to all Individual Employers signatory to this Agreement.
93. No action of this committee shall be subject to the grievance procedures.
94. No Individual Employer signatory hereto shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Individual Employers employing workmen performing similar work in the area covered by this Agreement with the following exceptions:
95. On maintenance work the Individual Employer shall not request the lower wage rate recognized by the Union and other Employers for specialized maintenance work.
96. The favored nation provision shall not apply to the work performed under any Special Project Agreement.

**ARTICLE VII**  
**Union Security and Employment Procedures**

97. All employees shall be required, as a condition of their employment, to apply for and become members of and to maintain membership in the Union within eight (8) days following the beginning of their employment or the date of execution of this Agreement, whichever is the later.
98. The Individual Employers shall secure all employees covered by the Agreement through the Employment Office of the Union. Satisfactory and competent employees will be furnished within two (2) regular working days exclusive of the day they are requested. All requests for employees must be made in writing on a regular working day and during the regular office hours of the Union. In the event the employees cannot be or are not furnished by the Union, the Individual Employer may employ any person, but shall within twenty-four (24) hours notify the Union of the name, address and social security number of the person or persons so employed and of the date and classification of employment. If so demanded by the Union or any Individual Employer, such employees shall be required as a condition to continued employment, to submit to examination by the Joint Apprenticeship Training Committee to determine their classification and qualification for employment within the industry.
  - 98.1. Recall: The Individual Employer may recall any Class A employee covered by this Agreement who is registered on the out of work list and available for employment for a period of up to One Hundred Eighty Two (182) calendar days/Twenty Six (26) weeks, provided:
  - 98.2. The employee was dispatched to their requesting employer in accordance with this agreement.

98.3. Employees who quit, or are terminated for cause, would not be eligible for recall.

99. Appropriate facilities shall be maintained in the Employment Offices of the Union for employees and new applicants to register for employment. This registration shall be applied to all employees and applicants without discrimination based upon age, race, color, religion, sex or national origin or membership or non-membership in any labor organization, except as membership in the Union may be required as a condition of employment as required in Section 97 hereof.

**Classification of Journeyman:**

100. Class A journeymen are those who have been employed as permanent journeymen under the Agreement of August 1, 2016 through July 31, 2019 between the Union and the Association or who, after the effective date of the Agreement, have successfully passed the journeyman examination given by the Joint Apprenticeship Training Committee after having completed the full Five (5) year course of training, whether commenced before or after the effective date. Class A status may be achieved by a Class B employee who has completed 1,560 hours or more of service per calendar year for Five (5) consecutive years. The burden of proving previous work experience is on the applicant. An employee achieving Class A status by employment qualification who is not employed under this Agreement for a period of one (1) year, shall lose his status as a Class A employee. Such person who desires to return shall do so as a Class B employee.
101. All non-union workers organized into Local 16 will be skill tested at the Local 16 training facility, and based on the results of the testing will be appropriately classified.
102. Class B are those qualified journeymen who have been employed as such within the territorial jurisdiction of other Local Unions of the International Association.
103. Only Class A journeymen may be foremen, unless pre-authorized by Local 16. This individual can remain the foreman throughout the duration of the project and is exempt from the lay-off terms outlined in section 109.
104. In dispatching, the Employment Office shall first dispatch journeymen in Class A who are registered and available for employment, then journeymen in Class B. Within each such Class, journeymen shall be dispatched in the order which they register for employment.

**Classification of Apprentices:**

105. Class A are those apprentices who are duly indentured and enrolled in the Apprenticeship Training Program of the Union and the Association.
106. Class B are those employees of apprenticeship grade who have not qualified as journeymen and have not been indentured and enrolled in the Apprenticeship Training Program of the Union and the Association.
107. In dispatching apprentices, the Employment Office shall first dispatch apprentices in Class A who are registered and available for employment and then Class B employees of apprenticeship grade who are registered and available for employment. Within each such Class, apprentices shall be dispatched in the order in which they registered for employment.

108. Upon being dispatched, the employee shall proceed to the job or shop as requested. When a call is made to the dispatcher for employees to report to work on day of request, a reasonable time shall be allowed for employees traveling from dispatcher's office to job site as agreed by dispatcher and Employer. Employees shall be paid from time of dispatching, except when dispatched prior to regular working hours, and shall be paid starting at regular working hours. Confirmation of the dispatch shall be in writing and shall designate classification of employee.
109. The Individual Employer may reject any employee or applicant for employment referred to him or it by the Unions Employment Office. But may do so only if the employee or applicant has previously been employed by said Individual Employer. Any employee or applicant for employment so rejected shall receive One Hundred Seventy Dollars (\$170.00) for a rejection fee, unless such employee has been previously discharged by the requesting Individual Employer for cause as provided in Section 113, or has, within the period of six (6) months next prior to the date of request, been rejected by said Individual Employer pursuant to this Section, 109. Payment shall be postmarked by the next business day of rejection, and a written record shall be forwarded to the Union office within five (5) business days. Payment shall be mailed to the Union office. Payment not received within five (5) days of the rejection will result in the doubling of payment. In the exercise of his or its right to reject any employee or applicant for employment, the Individual Employer shall not discriminate against any such employee or applicant for employment by reason of membership or non-membership in the Union, except as provided in Section 97, or by reason of age, race, color, religion, sex, or national origin.
110. In the laying-off of employees, all journeymen in Class A shall be treated as having been hired prior to all journeymen in Class B. All journeymen in Class B shall be laid off before any journeymen in Class A are laid off, except that on jobs in room and board areas, with more than three (3) men, it shall not be necessary to lay off Class B journeymen and replace them with Class A journeymen.
111. Similarly all apprentices in Class A shall be treated as having been hired before those in Class B and all those in Class B shall be laid off before those in Class A.
  - 111.1. When laying off employees covered by this Agreement the Individual Employer shall notify the Union in writing within five (5) business days after layoff.
112. Nothing herein shall be construed to require an Individual Employer to rehire any employee whom he has discharged or rejected for employment under Sections 109 and 113, except in cases where such discharge or rejection has been found to be wrongful under the grievance procedure provided in Article XIV.
113. Notwithstanding the provision of Sections 110, 111 and 112 employees may be discharged at any time for cause. When an employee is discharged for cause, the Individual Employer shall within five (5) days so notify the Union, stating the reason therefore in writing, failing which it shall be conclusively presumed that the discharge was for other than cause.
  - 113.1. Absenteeism: Termination for absenteeism shall be per the International Professional Craftsman Code of Conduct (PCCC) policy involving three steps: 1. Verbal warning. 2. Written warning. 3. Discharge for cause.

114. The provisions of Article VII and Article XV are intended to be, and are, the only provisions governing the hiring, dispatching, discharging or laying-off of employees without discrimination based upon age, race, color, religion, sex, or national origin or membership or non-membership in any labor organization, or activity for or against any labor organization, except as membership in the Union may be required as a condition of employment as required in Section 97. No constitutional provision, by-law, rule, regulation, policy, or requirement of the Union, the Association or Individual Employer shall in any way affect the application thereof.
115. The Union and the Individual Employers shall for the information of employees and applicants for employment at all times keep copies of Article VII posted in places where notices to employees are usually posted.
116. If at any time it is considered necessary by the Affirmative Action Committee, the provisions of Article VII may be varied in their application to any one particular job, to the extent necessary to comply with the Affirmative Action Program or any law, federal or state, pertaining thereto.
117. Any employee or applicant for employment claiming to be aggrieved by the application or enforcement of the provisions of Article VII, whether by the Union, the Association or any Individual Employer, shall submit the same to the grievance procedure provided in Article XIV. The right of the Employer to reject employees and applications for employment under Section 109 shall not, however, be subject to the grievance procedure.

**Union Activity:**

118. No employee shall be discriminated against for activity for or against the Union. Employees shall be permitted to take such time as may be necessary to engage in work for the Union, provided, however, that said employees shall be paid no compensation whatsoever by the Employer for the time devoted to the performance of said duties.
119. Local 16 shall notify the Individual Employer of the appointment of each Steward. The last man to be laid off shall be the Job Steward except as provided in Sections 110, 111, 112 and 113.
120. The Union shall within thirty (30) days of the date of execution of the Agreement furnish to the WICA, Northern California Chapter, Inc. a list of the names of all employees registered with it, together with the Classification of each, and in the cases of an apprentice, whether in his first, second, third, fourth or fifth year, and shall thereafter, notify the WICA, Northern California Chapter, Inc. of any changes, additions to, or deletions from the list, annually, by July 1 of each year.

**ARTICLE VIII**  
**Recognition of Picket Lines**

121. No employee covered hereby may be discharged or otherwise disciplined by any Individual Employer for refusal to cross a primary picket line established by an International Union affiliated with the Building and Construction Trades Department, AFL-CIO, or a Local Union thereof, which picket line has been authorized, sanctioned or otherwise cleared by the local Building Trades Council having jurisdiction over the area in which the job is

located after the Individual Employer has been notified and given an opportunity to be heard.

**ARTICLE IX**  
**Trust Funds**  
**Health and Welfare**

122. Employers shall pay to the Heat and Frost Insulators of Northern California and Local 16 Health and Welfare Trust Fund, on or before the 20th day of the month following the month in which the work was performed, the sum of Fourteen Dollars and Fifty Cents (\$14.50) for each hour worked by each of his journeymen and second, third, fourth and fifth year apprentices, covered by this Agreement. Contribution rates for other employees covered by this Agreement shall be as stated herein. Said Trust Fund shall be administered in accordance with that certain Trust Agreement as executed by the parties hereto on the 11th day of September 1952, and any amendments thereto.
123. Under the terms of this Agreement the Trustees of the Fund are authorized to modify the benefit level and establish hourly contribution rates. Any such modification of benefit level or contribution rate shall be made effective only on 90 days' notice.
- 123.1. Under the terms of this Agreement the Trustees of the Fund are authorized to modify the benefit level and establish hourly contribution rates for Retiree Health and Welfare coverage. Any and all increases in contribution rates to maintain the current level of Retiree benefits shall be borne by the employees and shall be diverted from the established wage rate.
124. Any required modification of the specified contribution rates required to maintain the benefit level of 08/01/16, above the first year adjustment of Fourteen Dollars and Fifty Cents (\$14.50) and or Seven Dollars and Seventy Cents (\$7.70) levels shall be borne by the Employers, up to a maximum of Thirty-Five Cents (\$0.35) per hour in the Labor Agreement years of 08/01/16 - 07/31/17, 08/01/17 - 07/31/18, 08/01/18 - 07/31/19. Any increase in contribution rates necessary to maintain the current levels which exceed Thirty Five Cents (\$0.35) and any and all increases in contribution rates to increase the current level of benefits shall be diverted from the established wage rate.

**Holiday and Vacation Accounts**

125. Effective for work performed on or after the 1<sup>st</sup> day of October, 2007, the Individual Employer covered hereby shall, on or before the 20<sup>th</sup> day of the month following the month in which the work was performed, pay to the administrator of the Northern California Heat and Frost Insulators, Local 16, Health and Welfare Fund ("administrator") on behalf of each employee covered by this Agreement the sum of Three Dollars (\$3.00) per hour for each hour worked by each of his or its employees upon work covered by this Agreement as Holiday and Vacation payments, subject to the provisions of Section 35 with respect to apprentices. Upon receipt of said Holiday and Vacation payments the administrator shall transfer said payments, into an account established for each employee covered by this Agreement at the financial institution described herein. The initial financial institution will be the Operating Engineers Local 3 Federal Credit Union ("OE3FCU"). Any change in financial institutions shall be determined by the Trustees of the Preservation Trust Fund.

126. All employees' taxes due by reason of said hourly payments, which are, or may be, required by the Unemployment Insurance Code of the State of California (or by any voluntary plans adopted in lieu thereof) and by the Federal Unemployment Tax Act, Social Security Act, and the Internal Revenue Code or by any other law, federal, state, or local, shall be deducted, however, from the employees' regular wages provided in Article III, as part of the Employer's regular withholding therefrom.
127. All Employers contributions and taxes due by reason of said hourly payment, which are, or may be, required by the Unemployment Insurance Code of the State of California (or by any voluntary plans adopted in lieu of thereof) and by the Federal Unemployment Tax Act, the Federal Insurance Contribution Act (Social Security Act), or by any other law, federal, state or local, shall be paid by the Individual Employer.
128. The sole liability of any Individual Employer covered hereby for any vacation and holiday benefits shall be the liability as provided herein to pay said hourly sums to said administrator on behalf of each covered employee for deposit by said administrator into said employee's individual account at the designated financial institution, and such liability as is, or may be imposed by law to pay Employer's (as distinguished from employees) taxes due by reason of said hourly payments. Employees covered by this Agreement shall look exclusively to said employees' individual accounts at the designated financial institution for any and all vacation benefits.
129. In addition to the hourly payments required by Section 125, the Individual Employer shall on or before the 20<sup>th</sup> day of each month pay the sum of Two Cents (\$0.02) per hour for each hour worked during the preceding month by each employee covered by the Agreement to the Trustees of the Preservation Trust Fund established pursuant to Article XX, to be used by said Trustees exclusively for the purpose of paying the expenses of administration of said payments and deposits. This Two Cents (\$0.02) per hour is in addition to the contributions set forth in Section 192 and shall be accounted for separately by said Trustees.
130. Upon action of the Trustees of the Preservation Trust Fund to reduce said administrative fee below the Two Cents (\$0.02) per hour in the event that the said Trustees determine that said reduction may be made without in any way impairing the ability of said Trustees to meet the expenses of administration of said payments and deposits. In the event of any such reduction the obligation of the Individual Employer shall be fully satisfied by paying the reduced amount during any period of reduced contribution determined by the Trustees of the Preservation Trust Fund without, however, affecting liability for payments based on hours worked during any previous month prior to such reduction. In no event may the Trustees of the Preservation Trust Fund increase the Employer's payment of expenses of administration in excess of Two Cents (\$0.02) per hour. No part of the payment of Two Cents (\$0.02) per hour for administration or any lesser amount determined by the Trustees of the Preservation Trust Fund shall in any event be used to provide employee vacation and holiday benefits or shall be repaid to or refunded to the Individual Employers paying the same (except such repayments as may be made by reason of clerical errors in computing the amount of such payment).
131. Employees who have been credited with not less than 1,560 hours of vacation pay during a calendar year shall be required to take a week's vacation in the calendar year next following for each 780 hours so credited, less any equivalent time the employee may have lost in the

interim by reason of sickness, injury, or unemployment resulting from any cause beyond his control.

132. The vacation week shall consist of five consecutive working days commencing on a Monday. Required vacation time may be taken either consecutively or at different times during the calendar year as may be agreed upon by the Individual Employer and the employee.

### **Apprenticeship Training Fund**

133. Effective for work performed on and after the 1st day of August 2016, the Individual Employers shall pay to the Insulation and Allied Industry Workers of Northern California and Local 16 Apprenticeship Training Fund on or before the 20th day of the month following the month in which the work was performed, the sum of Eighty-Five Cents (\$0.85) per hour worked by each of his employees upon work covered by this Agreement, provided, however, that the Trustees shall have authority to reduce or increase, from time to time, the amount of such contributions. Any such modification of contribution rate shall be made effective only on ninety (90) days' notice. Any required modification of specified contribution rates in the Agreement shall be diverted from the established wage rate. Said Trust Fund shall be administered in accordance with the terms and provisions of a Trust Agreement dated October 10, 1961, negotiated by the Union and the Association, and any amendment or amendments which may hereafter be made thereto.
134. Local 16 and WICA understand the need for rigorous and continuous training to meet the industry challenges. In order to develop a national curriculum that will provide training manuals, materials and classroom equipment in the development and assistance of local apprentice programs a maximum of Five Cents (\$0.05) per hour worked shall be deducted from the above contribution rate of Eighty Five Cents (\$0.85) and contributed to the International Insulation Industry Apprenticeship Training Fund. Any administrative costs associated with this International contribution shall be borne from this Five Cent (\$0.05) contribution.
135. The Individual Employer agrees to be bound by all of the terms and provisions of the Trust Agreements referred to in Sections 122 through 134, and any amendment or amendments thereto, whether signatory thereto or not.

### **Pension Fund**

136. The Individual Employer shall pay to the Western States Allied Pension Fund the sum of Seven Dollars and Sixty One Cents (\$7.61) - (\$2.10 to the Individual Account Plan and \$5.51 to the Defined Benefit Plan) per hour for each hour worked by each of his journeyman, on work covered by this Agreement, subject to Appendix A attached hereto.
137. Contribution rates for other employees covered by this Agreement shall be as stated in Article III.
138. The Employers shall pay to the Western States Allied Fund any additional amounts per hour as may be determined in accordance with Agreements between the Western States Conference of Allied Workers and Western Insulation Contractors Association provided

that any additional contribution is made by an adjustment within the total cost package of the Agreement.

139. Pension payments are due on or before the 20th day of the month following the month in which the work was performed and each monthly payment shall include payments for all payroll periods which ended during the previous month.
140. The failure to make the pension payments herein required shall not be subject to the grievance or arbitration procedure provided for in this Agreement and it shall not be a violation of any provision of any collective bargaining agreement, including any no strike or stoppage provision, for the Local Union to refuse to man any job or to withdraw employees from the job or jobs of a delinquent Employer.
141. The undersigned Employer accepts a true copy of the Agreement and Declaration of Trust dated November 20, 1959, as amended and restated August 1, 1998, which is made a part thereof.
142. It is understood and agreed that the Employer, by its signature to this Agreement, accepts the terms and provisions of the Agreement and Declaration of Trust, and shall be bound thereto and thereby upon acceptance by the Board of Trustees.
143. The Employer Trustees named in the Agreement and Declaration of Trust, and additional Employers Trustees appointed pursuant to the terms of the Agreement and Declaration of Trust, and their successors in trust, are and shall be his representatives.
144. The Employer approves and consents to the appointment of the Trustees of the said Agreement heretofore appointed and hereafter selected as provided for in said Agreement.
145. The Employer further ratifies, confirms, approves and consents to all of the acts of the said Trustees, or their duly appointed successors, heretofore or hereafter taken in the creation and administration of said Trust Agreement, including without limitation, the establishment, maintenance, modification and termination, of a pension plan, the amount and type of benefits which may be provided thereunder, the crediting of service for the purpose of determining the benefits of individual employees, and the methods of funding and paying the benefits.
146. The Employer further ratifies, confirms, approves and consents to all amendments of the said Trust Agreement that may hereafter be made by written Agreement between the Trustees and the Western States Conference of Allied Workers and the Associated Insulation Contractors of the Western States regardless of whether the undersigned Employer is a member of the Associated Insulation Contractors of the Western States.
147. This Agreement shall be binding upon and shall insure to the benefit of the heirs, successors, transferees, and assigns of the respective parties hereto.
148. The Local Union shall forthwith notify the Administration Office of the Fund of the fact and date of execution of this Agreement by an Individual Employer, such Employer's name and the name of an Employer party to a National Agreement when such Employer employs employees in the jurisdiction of a Local Union and shall submit to such office a duplicate original of such Agreement.



## **Occupational Health and Research Fund**

149. Employers shall pay to the Western States Allied Health Fund the sum of Twelve Cents (\$0.12) per hour for each hour worked by each employee covered by this Agreement, and whatever additional amounts per hour as may be determined in accordance with Agreements between the Western States Conference of Allied Workers and the Western Insulation Contractors Association provided that any additional contribution is made by an adjustment within the total cost package of this Agreement for maintaining and/or improving disability benefits.
150. Said Trust Fund shall be administered in accordance with the Trust Agreement of the Western States Conference of Allied Workers and the Associated Insulation Contractors of the Western States, and any amendment or amendments thereto. The Individual Employer agrees to be bound by all of the terms and conditions of said Trust Agreement and amendment, or amendments thereto.
151. The rates of contribution to the various Trust Funds as set forth in this Article are, and shall be, subject to increase during the term of this Agreement, as provided in Section 37.
152. All payments provided for in this Article shall be due and payable monthly on or before the 20th day of each calendar month for all work performed in the preceding month. In respect to all such payments, time is of the essence. The parties hereto recognize and acknowledge that the prompt payments of amounts due by the Employer pursuant to these sections are essential to the maintenance in effect of the various funds and plans involved, and that it would be extremely difficult if not impractical to fix the actual expense and damage to the parties hereto and to the funds which would result from failure of an Individual Employer to make the monthly payments in full within the time provided. Therefore, it is agreed that the amount of damages to each said Fund and to the parties hereto resulting from any such failure shall be by way of liquidated damages, and not assessment or penalty, the sum of Twenty Five Dollars (\$25.00) for each such failure to pay in full within such time limits provided, or 20% of the amounts due and unpaid, whichever is the greater, which said amount or amounts of liquidated damages shall become due and payable to the Funds at their respective principal offices, upon the day immediately following the date on which the Employer became delinquent and shall be added to and become a part of amount or amounts due and unpaid and the whole thereof shall bear interest at the rate of 7% per annum until paid.
153. If any Individual Employer defaults in any of the payments provided for in this Article, then in addition to the amount or amounts due and the liquidated damages provided herein, there shall be added to the obligation to the Employer who is in default, in each case, all reasonable expenses incurred by the Administrators of the separate funds or by any party hereto, in collection of the same, any including but not limited to, in case suit be brought, reasonable attorney's fees, accounting costs and court costs.
154. In addition to the foregoing, it shall not be a violation of this collective bargaining agreement for the Union to refuse to man any job, or withdraw employees from the job or jobs, of the delinquent Individual Employer, or otherwise take concerted actions against such Individual Employer.

### **Check-off Union Dues or Service Charges**

155. The Employer will deduct from the hourly wages of each employee who individually and voluntarily authorizes the Employers signatory to this Agreement, in writing, to make such deductions, such amount per hour worked by the Employee as is designated in the Employee's authorization as Union membership dues or equivalent service charges. Such deductions shall be made in accordance with the following provisions.
156. Such deductions shall be made only in accordance with instructions upon authorization cards which shall be in a form supplied by the Union. In order to be effective, such authorization cards shall be delivered by the Union to a Bank designated by the Union, with copies of such cards to be submitted simultaneously to the Employers signatory to this Agreement. Such authorizations and assignments shall not be revocable for a period of more than one (1) year for their effective dates, or beyond the termination date of this Agreement, whichever occurs sooner, provided that such authorizations and assignments shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and each subsequent yearly period shall be similarly irrevocable, unless revoked by the employee within fifteen (15) days after any irrevocable period hereof. Such revocations shall be effective by written notice to both the Employer and the Union within such fifteen day period.
157. Deductions for Union membership dues or equivalent service charges shall be withheld by the Employer from the employee's weekly pay and shall be forwarded with a monthly transmittal form for deposit to the account of the Union in a Bank to be designated by the Union.
158. Such payroll deductions shall begin immediately if the employee has an authorization card on file with the Bank and a copy of the card on file with the signatory Employers, or within three (3) days subsequent to receipt by the Bank designated by the Union, and by the signatory Employers, of the authorization cards or copies thereof, provided for in Section 155.
159. The Employer's obligation to make such deductions shall terminate in the event the employee shall for any reason cease to be employee of the Employer, or upon receipt by the Employer of a written revocation by the employee of such authorization card.
160. Both the Union and the Employer shall have the right to notify employees of the provisions of this section.
161. The Bank shall retain any such original authorization cards on file until revocation of the cards and for a period of at least two (2) years thereafter.
162. The Individual Employers shall deduct for Union membership dues or equivalent service charges which shall be in the amount per hour worked as determined by Local 16. The amount of such deductions may be changed at allocation time as specified in Section 37.

**ARTICLE X**  
**Strikes and Lockouts**

163. It is mutually agreed and understood that during the period when this Agreement is in force and effect, neither the Association Chapter nor the Employers will authorize or engage in any lockout; and that the Union will not authorize any strike, slowdown or stoppage of work in any dispute, complaint or grievance arising under the provisions of this Agreement. When an Individual Employer fails to comply with an arbitrator's decision, it shall not be a violation of this Agreement if the Union withdraws or refuses to dispatch employees to such Individual Employer, under Article VII. Employees so withdrawn shall not lose their status as employees but shall not be entitled to receive any wages or other compensation during the period of their withdrawal.

**ARTICLE XI**  
**Liability of the Parties**

164. It is mutually understood and agreed that neither the Association Chapter, the Individual Employer, nor the Union shall be liable for damages caused by the acts or conduct of any individual or groups of individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of the respective party, provided that such action or conduct had not been specifically authorized, participated in, fomented, or condoned by the Association Chapter, the Individual Employer or the Union, as the case may be.

**ARTICLE XII**  
**Employer's Membership**

165. This Agreement is made for and on behalf of, and shall be binding upon, all persons, firms or corporations that at the time of the execution of this Agreement have authorized, or during the term of this Agreement authorize, the Association to represent them, and any other Employer who may execute this Agreement or a counterpart thereof.
166. The Association represents that, upon the date of the execution of this Agreement, it represents those persons, firms or corporations whose names are listed on Appendix D, attached hereto, which is hereby made a part hereof, and said persons, firms or corporations so listed have duly authorized it to make this contract for and on their behalf as parties hereto. The Association shall notify the Union in writing of any changes to Appendix D within thirty (30) days of said changes.
167. This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers and assigns of the parties hereto.

**ARTICLE XIII**  
**Severability**

168. It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event that any of the provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of this Agreement shall remain in full force and effect, unless the parts so found to be voided are wholly inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void they will then promptly negotiate and execute lawful substitutes therefor.

**ARTICLE XIV**  
**Grievance Procedure**

169. Grievances of the Union or the Employer, arising out of the interpretation of enforcement of this Agreement shall be settled by the Employer directly involved and the representative of the Union.
170. To be valid, grievances must be reduced to writing (with the grieved Article and Section of the contract specified and the desired remedy) and filed by certified mail, faxed, e-mailed or hand delivered to the Union and the Employer within fifteen (15) working days of the date of the alleged violation giving rise thereto. The parties shall meet and in the event that the representatives from each side are not able to reach an agreement by the tenth (10th) working day after receiving notification, the grievance may be referred, within 15 working days, to a mutually agreed upon arbitrator for final and binding arbitration.
171. The parties will request the Federal Mediation and Conciliation Service to furnish a list of five (5) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished by the Union and the Employer striking one (1) name from the list in turn until only one (1) name remains. The arbitrator's decision shall be submitted in writing within 30 days and shall be final and binding. The expense of the arbitrator, court reporter and the cost of necessary expenses required to pay for facilities for the hearing of cases, shall be borne by the losing party involved. The arbitrator's decisions shall be confined to the question posed by the grievance and the arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.
172. Grievances relating to Employers not signatory to this Agreement and bound to other Agreements and/or under the International Association of Heat and Frost Insulators and Allied Workers in order to be valid, the grievances must be reduced to writing (with the grieved Article and Section of the contract specified and the desired remedy) and filed by certified mail, faxed, e-mailed or hand delivered to the Union and the Employer within fifteen (15) working days of the alleged violation or of the aggrieved party's discovery of the alleged violation whichever is later.

**ARTICLE XV**  
**Joint Apprenticeship and Training Committee**

173. The parties hereto acknowledge that on October 14, 1981, Apprenticeship Standards of the Northern California Heat and Frost Insulators and Allied Workers Joint Apprenticeship Committee together with addenda thereto were agreed upon and subsequently approved by the Department of Industrial Relations, Division of Apprenticeship Standard on November 24, 1981. Said Apprenticeship Standards and any addendum's thereto or revisions thereof are hereby incorporated herein and made a part of this Agreement.
174. Notwithstanding any other provision in this Agreement, any dispute regarding the application of the rules and regulations of the Apprenticeship Standards shall be resolved solely by the JATC in accordance with the rules contained in said Standards and shall not be subject to the provisions of Article XIV.

**ARTICLE XVI**  
**Affirmative Action Committee**

175. Within sixty (60) days' after the execution of this Agreement the Association shall appoint three (3) representatives and the Union shall appoint three (3) representatives as members of the Affirmative Action Committee for the Insulation Industry of Northern California.
176. The Committee shall meet, select their officers and establish an Affirmative Action Program to assure members of minority groups of equal opportunity for employment in the Insulation Industry of Northern California.
177. The Committee will meet regularly to review the Affirmative Action Program established under this Agreement, evaluate the progress made under the Program and will review methods of implementing additional and new programs.
178. The Committee will establish communication with leaders of local interested public and private organizations and other Affirmative Action Programs to review the possibility of integrating programs to eliminate a duplication of efforts within the Building Construction Industry.
179. The Union, the Association, and all Individual Employers party hereto shall be responsible for compliance with the requirements of any such Affirmative Action Programs and implementation of the policies established by the Committee pursuant thereto.

**ARTICLE XVII**  
**Industry Promotion Fund**

180. Each Individual Employer shall pay into Insulation Industry Promotion Fund Twenty-Five Cents (\$0.25) per hour for each hour worked by each employee employed on work covered by this Agreement for Individual Employer, and Thirty Cents \$0.30 per hour for all hours worked starting August 1, 2018.
181. Individual Employers agree to be and are bound by all of the terms and conditions of the Insulation Industry Promotion Fund Agreement now in effect or any amendment or amendments to the said Industry Promotion Fund Agreement to be drafted in conformance

with this Article. The said Industry Promotion Fund Agreement is hereby incorporated by reference and made a part of this Agreement.

182. Insulation Industry Promotion Fund shall be administered in accordance with the aforesaid Industry Fund Agreement.
183. All payments provided for in this Article shall be due and payable monthly on or before the 20th day of each calendar month for all work performed in the preceding month. The Administrator of the Industry Promotion Fund shall provide each Individual Employer with a form of report to be filled out and mailed by the Employer with his contribution to the place designated by the Administrator. Such report and contribution must be in the hands of the Administrator not later than the 20th of the month or else the Individual Employer shall be deemed and held to be delinquent in the monthly payments required by this Article. If any Individual Employer defaults in regard to the payments provided for in this Article then in addition to the amount due there shall be added to the obligation of the Individual Employer, who is in default, interest at the rate of seven percent (7%) per annum until paid, reasonable attorney's fees for collection of same, accounting costs and court costs.
184. Insulation Industry Promotion Fund shall be used for the purpose of promoting the interests of the insulation industry in the area covered by this Agreement. The purpose of the Fund includes promoting programs of industry education, advertising, training, administration of collective bargaining agreements, improving the technical and business skills of Employers, stabilizing and improving labor Union relations and promoting, supporting and improving the training and employment opportunities for employees. No part of these payments shall be used for any purpose opposed to the interest of the Union, any Local Union or employees covered by this Agreement.
185. The Insulation Industry Promotion Fund shall be administered solely by the Employer.
186. Neither the Union nor any local Union shall be responsible for the administrations of such fund or for the collection of any of the amounts required to be made into said Fund by the Individual Employer as provided in this Article.
187. In the event that an Individual Employer elects not to pay into the Insulation Industry Promotion Fund the sum of Twenty-Five Cents (\$0.25) per hour for each hour worked by each of his employees covered by this Agreement, and Thirty Cents \$0.30 per hour for all hours worked starting August 1, 2018, he shall pay into the Insulation and Allied Workers of Northern California and Local 16 Health and Welfare Trust Fund the sum of Twenty-Five Cents (\$0.25) per hour for each hour worked by his employees covered by this Agreement, and Thirty Cents \$0.30 per hour for all hours worked starting August 1, 2018.
188. There shall be three (3) Labor-Management Dinner meetings to be held annually, with the officers of Local 16, one of which shall be devoted to maintenance only. At these meetings, a presentation shall be made as to how this Fund has promoted the Insulation Industry. These meetings shall be paid for by the Insulation Industry Promotion Fund.

**ARTICLE XVIII**  
**Bonding of Employers and Worker's Compensation**

189. Bonding shall be in accordance with the Western States & Allied Workers' Pension Plan, Western States & Allied Workers' Individual Account Plan and Western States & Allied Workers' Health Plan Bonding Procedures adopted July 19, 2016 and any subsequent revisions. (Appendix C)

**ARTICLE XIX**  
**Amendments**

190. Except as otherwise specifically provided herein, this Agreement fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire Agreement between the parties on any and all matters subject to collective bargaining. None of the parties shall, during the term of this Agreement, demand any change therein, nor shall any party be required to bargain with respect to any matter except as provided in Articles XIII and XVIII. Without limiting the generality of the above, all parties in their own behalf and on behalf of their respective members bound hereby, waive any right to demand of any other party any negotiating bargaining or change during the life of this Agreement with respect to pensions, retirement, health and welfare, annuity, or insurance plans, or respecting any questions of wages, hours, or any other terms or conditions of employment; provided that nothing herein shall prohibit the parties from changing the terms of this contract by mutual agreement.

**ARTICLE XX**  
**Preservation Trust Fund**

191. October 1, 1989, a Preservation Trust Fund (P.T.F.) was established and such trust will function as permitted by the Labor-Management Act of 1978.
192. The Trust will be funded by joint Employer and Union contributions, but in no event shall the contribution exceed four cents (\$0.04) (two cents from the Employer and two cents from the Union) per hour worked by employees covered by this Agreement. The initial contribution shall be one cent Union and one cent Individual Employer. The Trustees shall have the authority to change the contribution rate on the anniversary date, not to exceed the maximum listed above.
193. The Trust is established and its purpose and objectives are:
194. To improve communication between representatives of labor and management.
195. To provide employees and Employers with opportunities to study and explore new and innovative approaches to achieving organizational effectiveness.
196. To study and explore ways and means of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the area industry.
197. To expand and improve working relationships between employees and managers.

**ARTICLE XXI**  
**Uniform Drug and Alcohol Abuse Program**

198. Policy Statement: The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Association and the Union are committed to protect people and property and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, and healthy work environment for all employees.

**Definitions:**

199. Company. The term "Company" refers to an Employer who is a party to, or bound by the terms of, a collective bargaining agreement with the Heat and Frost Insulators and Allied Workers Local 16.

200. Company Premises. The term "Company Premises" refers to the construction job site for which the Company has responsibility as well as all property, facilities, land, buildings, structures, automobiles, trucks, and other vehicles owned, leased or used by the Company.

201. Prohibited Substances. The term "Prohibited Substances" refers to any drug the possession of which is prohibited by law.

202. Employee. The term "Employee" refers to a person employed by the Company and represented by the Union.

203. Accident. The term "Accident" refers to injury to a person or damage to property to which an employee's conduct contributed directly or indirectly.

204. Reasonable cause. The term "Reasonable Cause" refers to erratic behavior, such as noticeable imbalance, incoherence, and disorientation, or other incidents or circumstances that would lead one reasonably to conclude that an individual was impaired by drugs or alcohol.

205. Union. The term "Union" refers to the Heat and Frost Insulators and Allied Workers Local 16 representing the Employees employed by the Company.

**Confidentially:**

206. All parties to this program have only the interest of employees in mind, and, therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept the assistance of the parties in combating the problem. An employee assistance program will provide guidance and protection for such an employee during the period of recovery. If an employee volunteers for help, the Company will make every reasonable effort to return the employee to work upon recovery. The Company will also assure that information regarding the substance abuse problem of any employee that volunteers for help will remain confidential.

207. All action taken and information obtained pursuant to this policy will remain confidential. Such information will not be disclosed to anyone outside the Company. All test results and



related records must be kept confidential. The laboratory or other facility conducting a test for the presence of illegal drugs or alcohol shall not reveal any information to anyone other than the Company, the Union and the employee and shall not reveal to the Company or the Union any information unrelated to determining whether the tested employee was impaired by illegal drugs or alcohol.

208. When a test is required, the specimen will be identified by a code number, not by a name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamperproof. The donor must witness this procedure.
209. Any employee submitting to a drug or alcohol test shall have all test results and related records supplied to the employee upon written request and release by the employee within fifteen (15) days of the final test results.

### **Rules, Disciplinary Actions & Grievance Procedures:**

210. Rules. Each employee must report to work in a physical condition that will enable him to perform his job in a safe and efficient manner. Employees shall not use, possess, dispense, or receive prohibited substances or alcoholic beverages on or at the job site.
211. Discipline. When the Company has reasonable cause to believe that an employee is impaired by a prohibited substance or by an alcoholic beverage, the employee may be suspended, for reasons of safety, until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:
212. Applicants testing positive for prohibited substances will not be hired.
213. Employees who have not volunteered for an employee assistance program and who test positive will be subject to termination.
214. If reasonable cause exists, an employee must submit to a drug and alcohol test, if the Company requests him to do so, and an employee who refuses to do so will be subject to termination.
215. Employees found in possession of prohibited substances will be subject to termination.
216. Employees found selling or distributing drugs will be subject to termination.
217. Employees found to be under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.
218. Prescription Drugs: Employees using prescription medication that may impair the performance of job duties, by affecting either mental or motor functions, must immediately inform their supervisors of such prescription drug use. For the safety of all employees, the Company will consult with the employee and his physician to determine if a reassignment of duties is necessary. The Company will attempt to accommodate the needs of the employee by making an appropriate assignment. If, however, a reassignment is not

possible, the employee will be placed on temporary medical leave until determined to be fit for duty by the prescribing physician.

219. Grievances: All aspects of this program will be subject to the grievance and arbitration procedure of the applicable collective bargaining agreement between the Union and the Company.

**Drug and Alcohol Testing:**

220. The Company and the Union agree that employees may be required to submit to drug and alcohol testing under the following circumstances.
221. The Company may require job applicants to submit to a drug and alcohol test. Pre-hire employees who do not test positive will be paid \$50.00 in reimbursed travel expenses to complete the drug test upon his employment. It is understood that all applicants must pass a test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees. The Company will make all reasonable effort to minimize the time involved in drug testing.
222. The Company may require an employee to submit to a drug or alcohol test if a supervisor has reasonable cause to believe that the employee is impaired at work by a prohibited substance or an alcoholic beverage.
223. The Company may require an employee to submit to a drug and alcohol test if the employee is involved in a workplace accident.
224. The Company may require an employee to submit to a drug and alcohol test for a two year period as part of a follow up to counseling or rehabilitation for substance abuse.
225. Drug and alcohol testing will be conducted by an independent laboratory accredited by the National Institute on Drug Abuse or the College of American Pathology.
226. A test will be considered positive for a drug if the level detected meets or exceeds the cutoff level established for that drug by the Mandatory Guidelines for Federal Workplace Drug Testing Programs. A test will be considered positive for alcohol if it shows a blood alcohol level that is sufficient to demonstrate alcohol intoxication under applicable state law.
227. Urine samples shall be separated into two containers at the time of donation. One portion of the original urine sample shall be kept secure and chemically stable and made available for verification of laboratory testing results. An employee whose urine sample produces a positive result shall have the right to have his sample retested, at his expense, at an accredited laboratory of his choice. If the retesting produces a negative result, the result of the initial test shall be deemed negative as well.
228. The handling and transportation of each specimen will be documented in a manner that properly establishes the chain of custody.

229. Any initially positive result will be confirmed by a gas chromatography mass spectrometry (GC/MS) test. Unless an initially positive result is confirmed by a GC/MS test, it shall be deemed negative and reported as such by the laboratory or other testing facility.
230. All employees will have the right to discuss and explain the results of their tests with a Medical Referral Officer and an appropriate representative of the Company, including the right to advise the Company of any medication prescribed by his physician, or of any other circumstances, that may have affected the test results.
231. No employee shall be required to sign any waiver forfeiting any rights or limiting the liability of the Company, the owner, or any other person or entity connected with the performance of drug or alcohol tests.
232. The Company will bear all costs of all testing procedures.

**Rehabilitation and Employee Assistance Program:**

233. Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies the Company that he may have a substance abuse problem, the Company will assist in locating a suitable employee assistance program for treatment and, will counsel the employee regarding medical benefits available under the Health and Welfare Fund established by the collective bargaining agreement.
234. If treatment necessitates time away from work, the Company shall provide for the employee an unpaid leave of absence to permit participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his former employment status, if work for which he qualifies exists.
235. Employees returning to work after successfully completing the rehabilitation program may be required to submit to drug tests, without prior notice, for a period of two years. A positive result on such a test may lead to discipline as described in this program.

**No Discrimination:**

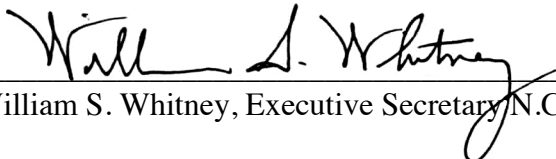
236. This program will be applied only to accomplish the policy set forth in Section 198 and will not be used to discriminate against or harass any Employee.

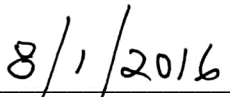
**ARTICLE XXII**  
**Term of Agreement**

237. This Agreement shall be effective as of the first day of August, 2016, and shall continue in full force and effect for a period of three (3) years to and including midnight of the 31st day of July, 2019, and from year to year thereafter unless either party gives written notice to the other no more than ninety (90) days and no less than sixty (60) days prior to the first day of August, 2019, or any anniversary thereof of its desire to modify or terminate the same.

WITNESS WHEREOF the parties hereto have executed this Agreement as evidenced below.

**Western Insulation Contractors Association,  
Northern California Chapter, Inc.**

  
\_\_\_\_\_  
William S. Whitney, Executive Secretary N.C.C.W.I.C.A.

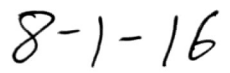
  
\_\_\_\_\_  
Date

WICA Committee members:

Shahram Ameli, Bayside Insulation  
Eric Sarmiento, Farwest Contracting  
Kimber Dittmore, Performance Contracting, Inc.

**International Association of Heat and Frost Insulators  
and Allied Workers Local 16**

  
\_\_\_\_\_  
Melvin Breshears, Business Manager

  
\_\_\_\_\_  
Date

Local 16 Committee members:

Bill Hodges, President  
Chris Greaney, Business Agent  
Mark Plubell, Business Agent  
Shannon McKinney, Committee Member

## MEMORANDUMS OF UNDERSTANDING

1. It is hereby agreed that there shall be Seven Hundred Fifty (750) 8-1/2" x 11" copies of this Agreement printed. The printing shall be paid for by the Preservation Trust Fund.
2. Upon ratification of the negotiated changes, all other language in the existing Master Agreement remains the same.
3. Upon ratification, the N.C.C.W.I.C.A. will be bound by this Agreement. Effective August 1, 2016 N.C.C.W.I.C.A. members are listed in Appendix D.
4. Local 16 will extend the Supplemental Agreements. Present projects secured through Supplemental Agreements, shall be submitted in writing, including the man hours, start dates and completion dates, to the Executive Secretary of WICA and Local 16 by fax or e-mail and certified mail within fourteen (14) days of July 31, 2019, or these projects will be completed under the terms and conditions of the Master Agreement.
5. Whenever the use of the masculine pronoun is used in this labor Agreement it shall also be meant to include the feminine gender.
6. Alternative Dispute Resolution - Workers Compensation Program: Upon ratification of this Agreement a committee will be appointed which will consist of the three (3) Local 16 officers and three (3) members of WICA. The intent of the committee is to research and review information about the Alternative Dispute Resolution Workers Compensation Program. If mutually agreed the plan shall be implemented.
7. During the time this agreement is in effect, if the States of California or Nevada, or any city, or county, or political subdivision of the States of California or Nevada enact a statute, ordinance, rule, law, or regulation mandating paid sick leave for employees within its jurisdiction, then both parties to this Agreement hereby agree to waive the requirements of this statute, ordinance, rule, law, or regulation including but not limited to Article 1.5 (commencing with Section 245) of the California Labor Code, California Labor Code Section 2810.5, and any and all similar Articles and Sections of the Nevada Labor Code. Any Employer who is signatory to this agreement shall not be required to comply with said statute, ordinance, rule, law, or regulation, and any employee shall not have any right or cause of action against any signatory employer or Local 16 for violation of said statute, ordinance, rule, law, or regulation.
8. The Union is to announce to all signatory contractors all project agreements prior to project's bidding.
9. Any dispute over Breaks as established by the State of California shall be referred to a committee of the Business Manager and the Association Director for final disposition.
10. Upon receipt of payment for the fringe benefits from each contractor, the Union is to immediately send a letter to all such contractors acknowledging payment. The acknowledgement letter is due each month without the request of the contractors.
11. Jury Duty: Employees will not be reimbursed for time lost when called for, or performing jury duty.

12. The International Association of Heat and Frost Insulators and Allied Workers Professional Craftsman Code of Conduct (PCCC) Program shall apply to all jobs. However, a Quality Control Craftsman (QCC) shall only be appointed on jobs that have the mutual consent of the employer and the Union.

## **APPENDIX A**

Pages 40 through 45 refer solely to the Pension Agreements.

### **DEFINED BENEFIT PLAN**

### **INDIVIDUAL ACCOUNT PLAN**

### **HEALTH PLAN**

All executed by the Western States Conference (\*1) Bargaining Parties and Western Insulation Contractors Association Central Labor Committee.

#### **Legend:**

- \*1. Now known as Western States Conference of Insulators and Allied Workers
- \*2. Now known as Western States Insulators and Allied Workers Pension Fund
- \*3. Now known as Western States Insulators and Allied Workers Individual Account Plan
- \*4. Now known as Western States Insulators and Allied Workers Health Plan

## APPENDIX A

### MEMORANDUM OF AGREEMENT FOR THE DEFINED BENEFIT PLAN

This MEMORANDUM OF AGREEMENT made and entered into on this 21<sup>st</sup> day of April, 1992 by and between Western Insulation Contractors Association and its members hereinafter called the (“Association”) and the Western States Conference and its members (hereinafter called the “Conference”).

#### DEFINED BENEFIT PLAN

Section 1: The Conference and Association have agreed to a Defined Benefit Plan which operates as part of the Western States Asbestos Pension Fund (\*2) and covers all eligible members in all participating Local Unions.

Section 2: The contribution rate to the Defined Benefit Plan will be \$5.51 per hour worked by covered employees from the effective date of this agreement, and from year to year thereafter until either the Association or the Conference gives notice in writing to the other at least sixty (60) days in advance of its intent to modify, amend or to terminate this agreement.

Section 3: Appropriate representatives of the Conference and the Association shall meet as necessary to determine any changes to the contribution rate, provided for in Section 2 above as required by the Settlement Agreement dated February 27, 1992.

Section 4: The contribution rate provided for in Section 2 above shall be made within the total cost package of the collective bargaining agreements in effect between the Local Unions and the local Employers.

#### DEFINITIONS

Section 1: A Local Union is a member of the Western States Conference of Asbestos Workers (\*1) and is a construction Local Union of the International Association of Heat and Frost Insulators and Allied Workers.

Section 2: Local Employers are contractors who are members of the respective chapters chartered by the Western Insulation Contractors Association and all other independent contractors bound by collective bargaining agreements entered into by a Local Union and an Employer.



## APPENDIX A

### AMENDMENT DATED MARCH 28, 2011 TO MEMORANDUM OF UNDERSTANDING FOR THE INDIVIDUAL ACCOUNT PLAN

The WESTERN INSULATION CONTRACTORS ASSOCIATION CENTRAL LABOR COMMITTEE and WESTERN STATES CONFERENCE OF HEAT AND FROST INSULLATORS AND ALLIED WORKERS agree to amend the Memorandum of Understanding for the Individual Account Plan (the "Agreement", a copy of which is attached and incorporated by reference) as follows:

Section 2: The contributions to the Individual Account Plan shall be made in accordance with the following conditions:

- (a) Level<sup>1</sup> I employees shall consist of all apprentices.

Level II employees shall consist of employees who have attained Journeyman status who have performed between 1 year and 5 years of service in the industry.

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

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

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

The Union shall submit any changes no later than October 1. The Level change shall be effective the following January 1st. Level change notifications shall be in writing on an approved form and in accordance with the rules and regulations adopted by the Western States Conference Officers and approved by the WICA Central Labor Committee. Upon notification by the Union to the Employer of an approved Level change, the Employer shall pay wage and fringe contributions at the approved Level unless and until notified by the Union of a change. In no event, however, shall a Level change be implemented except by proper notification from the Union.

The remainder of the Agreement remains unchanged and in full force and effect.

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<sup>1</sup> Previously employee Levels have been referred to as employee Classes. All references to Class shall be read to mean Level.

**INDIVIDUAL ACCOUNT PLAN  
RATIFICATION AND INCORPORATION  
INTO LOCAL AGREEMENTS**

Section 1: This MEMORANDUM OF AGREEMENT and any amendments thereto shall become effective upon ratification of its provisions by (1) a majority vote of Local Unions in the Conference and (2) a majority vote by the Association through their respective secretaries shall give written notice to each other and the Trustees of such ratification.

Section 2: This MEMORANDUM OF AGREEMENT shall be binding by all Local Unions represented by the Conference in the negotiation of this agreement. This MEMORANDUM OF AGREEMENT shall also be binding upon the Association, its Employer members, all chapter organizations of the Association, all Employer members of such chapters, and all Employers agreeing to be bound by the form of collective bargaining agreement negotiated between such chapters and Local Unions represented by the Conference. The provisions of any local collective bargaining agreement executed between any of such Employer parties and Local Unions represented by the Conference shall be void and unenforceable during the term of this MEMORANDUM OF AGREEMENT if such provisions are in any respect contrary to the provisions of this MEMORANDUM OF AGREEMENT. All such local collective bargaining agreements shall contain this MEMORANDUM OF AGREEMENT.

**DEFINITIONS**

Section 1: A Local Union is a member of the Western States Conference of Asbestos Workers (\*1) and is a construction Local Union in the International Association of Heat and Frost Insulators and Allied Workers.

Section 2: Local Employers are contractors who are members of the respective chapters chartered by the Western Insulation Contractors Association and all other independent contractors bound by collective bargaining agreements entered into by a Local Union and an Employer.

## APPENDIX A

### MEMORANDUM OF AGREEMENT FOR THE HEALTH PLAN

This MEMORANDUM OF AGREEMENT made and entered into on this 21<sup>st</sup> day of April, 1992 by and between Western Insulation Contractors Association and its members (hereinafter called the "Association") and the Western States Conference and its members (hereinafter called the "Conference").

#### HEALTH PLAN

Section 1: The Conference and Association have agreed to a Health Plan which operates as part of the Western States Asbestos Pension Fund (\*2) and covers all eligible members in all participating Local Unions.

Section 2: The contribution rate to the Health Plan will be \$0.12 per hour worked by covered employees from the date of this agreement, and from year to year thereafter until either the Association or the Conference gives notice in writing to the other at least sixty (60) days in advance of its intent to modify, amend or terminate this agreement.

Section 3: Appropriate representatives of the Conference and the Association shall meet as necessary to determine any changes to the contribution rate. If any changes are made to the Health Plan those changes shall be effective January 1<sup>st</sup> of the following year.

Section 4: The contribution rate provided for in Section 2 above shall be made within the total cost package of the collective bargaining agreements in effect between the Local Unions and the local Employers.

#### DEFINITIONS

Section 1: A Local Union is a member of the Western States Conference of Asbestos Workers (\*1) and is a construction Local Union of the International Association of Heat and Frost Insulators and Allied Workers.

Section 2: Local Employers are contractors who are members of the respective chapters chartered by the Western Insulation Contractors Association and all other independent contractors bound by collective bargaining agreements entered into by a Local Union and an Employer.

**HEALTH PLAN  
RATIFICATION AND INCORPORATION  
INTO LOCAL AGREEMENTS**

Section 1: This MEMORANDUM OF AGREEMENT and any amendments thereto shall become effective upon ratification of its provisions by (1) a majority vote by the Local Unions in the Conference and (2) a majority vote by the Association's authorized representative(s). The Conference and Association through their respective secretaries shall give written notice to each other and the Trustees of such ratification.

Section 2: This MEMORANDUM OF AGREEMENT shall be binding upon all Local Unions represented by the Conference in the negotiation of this agreement. This MEMORANDUM OF AGREEMENT shall also be binding upon the Association, its Employer members, all chapter organizations of the Association, all Employer members of such chapters, and all Employers agreeing to be bound by the form of collective bargaining agreement negotiated between such chapters and Local Unions represented by the Conference. The provisions of any local collective bargaining agreement executed between any of such Employer parties and Local Unions represented by the Conference shall be void and unenforceable during the term of this MEMORANDUM OF AGREEMENT if such provisions are in any respect contrary to the provisions of this MEMORANDUM OF AGREEMENT. All such local collective bargaining agreements shall contain this MEMORANDUM OF AGREEMENT.

## APPENDIX B

### ATTACHMENT PER ARTICLE II, SECTION 11

#### CODE OF WORKMANSHIP ADOPTED BY THE PRESERVATION TRUST OF

Local 16 International  
Association of Heat and Frost  
Insulators and Allied Workers

Northern California Chapter  
Western Insulation  
Contractors Association

#### PREFACE

This code is meant to be a guide to follow in the application of insulation and is to be strictly adhered to except where it is superseded by written instructions. It is intended to provide uniformity throughout the trade and to insure quality of application.

In all cases not specifically covered in this code, work shall conform to the best practices of the trade. All work shall be of pleasing appearance and symmetrical in looks. In no case is this code intended to supersede project specifications, or manufacturer recommendations for application purposes.

The quality of insulation application methods shall not be diminished because of location or accessibility of the object to be insulated.

Responsibility for adherence to this code rests with the job Foremen as well as the journeyman or apprentice who does the work. Apprentices working with the tools are to be closely supervised by a journeyman and both shall be held accountable for the deviations from this Code of Workmanship.

## CODE OF WORKMANSHIP

### 1. CHILLED WATER

- 1.1 Insulation materials installed on cold, chilled and rain drain piping shall have an exterior vapor barrier. All laps, sealing strips and punctures shall be sealed and secured with a vapor barrier mastic. If staples are used to further secure the insulation, they will be sealed over with proper mastic or adhesive.
- 1.2 If non-corrosive wire must be used to secure soft materials, a layer of tape shall be underneath to prevent the wire from penetrating the insulation.
- 1.3 If pipe covering with a self-sealing lap is used, the lap shall be rubbed hard several times with a knife or trowel to insure an effective seal.
- 1.4 Voids around irregularities shall be stuffed with an appropriate material, finished off with an appropriate jacketing.
- 1.5 Oversized covering for valves and tees may only be used if it overlaps the adjacent covering with the same thickness, but in no case less than 2 inches, and the void in the body of the fitting is filled with an insulation material. The oversize covering shall then be sealed with an appropriate vapor barrier, and/or jacket.
- 1.6 All valves, valve bonnets, fittings, air separators, pump bodies, and all irregularities must be fully insulated with appropriate material.
- 1.7 All terminations shall be finished with mastic and fab glass (binder) or an end cap used. No raw insulation material shall be exposed.
- 1.8 A minimum of 1 ½ " x ¾ " lb foil faced duct wrap shall be used for victaulic fittings with joints and laps being sealed with FSK Tape. PVC victaulic fittings shall be installed as a finish over the insulation.
  - 1.8.1 Alternative insulation may be used in inaccessible quarters such as armaflex or vinyl wrap if it is 100% sealed. Vinyl wrap shall not be considered a finished product in lieu of victaulic fittings in exposed areas, unless inaccessible.

### 2. LOW TEMPERATURE WORK (BELOW 38 DEGREES F)

- 2.1 Low temperature pipe that is in a wet or frosted condition shall not be covered except where refrigeration cannot be shut off. In such instance, at the direction of the customer, insulation may be applied. If approved, a fast drying solvent such as denatured alcohol or thinner may be used to dry piping or equipment.
- 2.2 The lateral seams shall be applied with an approved vapor barrier sealer and/or mastic on all outer layer covering that is applied on any and all cold surfaces.
- 2.3 All butt and lateral joints must be true and even and must be firmly butted together. Adhesive must be applied to all joints, all fittings included.

- 2.4 All valves, valve bonnets, fittings, air separators, pump bodies, and all irregularities must be fully insulated with the same thickness as that of the adjacent pipe covering or equipment and shall properly overlap to the same thickness. Any void in the body of the covering shall be foamed with an insulation material.
- 2.5 Molded or prefabricated fitting covers shall be applied with proper adhesive and wired or taped in place. In such cases, oversized pipe covering shall be applied to insure same thickness as that of adjacent covering and shall properly nest on it with butt lap equal to the said thickness.
- 2.6 All large sizes of piping, for which the manufacturer does not provide molded sections, shall be covered with beveled lagging, applied with approved vapor barrier sealer, and firmly secured with bands spaced not more than nine inches apart, on center.
- 2.7 When hanger brackets, etc., are attached directly to the pipe, it will be insulated for a distance of four times the thickness of the adjacent insulation, and thoroughly sealed with proper vapor barrier sealer.
- 2.8 An effectively sealed vapor barrier shall be applied over insulation used for low temp work.
- 2.9 The use of insulation cements to fill voids in low temp work shall not be permitted.
- 2.10 Where cellular insulations are used, fibrous materials will not be substituted in the fabrication of fittings and/or filler pieces.
- 2.11 When wire is used to secure soft materials, a layer of tape shall be applied underneath to prevent the wire from penetrating the insulation.
- 2.12 The use of spray foam to fill voids is permitted if the spray foam has the same insulation properties as the adjacent covering.

### **3. PIPE COVERING**

- 3.1 In addition to International requirements, the following rules shall be followed:
- 3.2 Insulation materials will be covered with some form of jacketing and all raw ends shall be covered with jacketing materials, i.e. canvas, fab glass and mastic, PVC, Alumaguard or metal. In the case of an ASJ interior finish, mastic may be used as a finished end. Under no circumstances shall any raw insulation be exposed.
- 3.3 Where all-purpose cement is used, the thickness shall be such that when dried the surface is smooth and free of lumps with no evidence of shrinkage from the adjoining covering.
- 3.4 Self-sealing laps shall be rubbed with the appropriate tool to insure fit. Laps shall be further secured with staples, and all insul-shields shall be taped.

- 3.5 Only pipe covering of the appropriate manufactured size will be applied and shall be fastened and fit securely. Oversize pipe covering may be used for electric or steam traced piping if it fits snugly and uniformly.
- 3.6 All PVC fittings will be fully insulated and have a minimum of two tacks per fitting.
- 3.7 No PVC covers shall be used on high pressure steam systems unless insulated with Thermal Insulation Wool or equivalent to the thickness of the adjacent covering.

#### **4. FINISHES**

- 4.1 When mastic is used as a finish, a reinforcing material shall be applied between two coats of the mastic. The final coat of mastic shall be brushed to a smooth finish and appearance.
- 4.2 Canvas and other cloth weave coverings shall be free of wrinkles and strings. Staples shall not be used to fasten reinforcing materials to insulation with a mastic application.
- 4.3 All cloth coverings shall be held back sufficiently from hot metal to prevent it from scorching or burning.
- 4.4 On canvas or cloth covered valves and fittings, cuts shall follow the contour of the fitting.
- 4.5 Canvas and/or cloth shall not be folded back but neatly cut.

#### **5. MARINE WORK**

- 5.1 The same rules of workmanship shall apply to marine work as to other work.
- 5.2 Insulating cloth of the appropriate weight shall be used in the fabrication of pads.
- 5.3 Pads shall be sewn with a heat resistant thread and all seams should be on the inside wherever possible. Hog rings may be used where appropriate.
- 5.4 Colored cloth shall be used for the identification of asbestos free materials.
- 5.5 The pin of the lacing anchors or bergin clips shall be bent over, not cut, when dome caps are not used.
- 5.6 All insulation to be removed shall be tested for asbestos.
- 5.7 Insulation cement shall be free of lumps and have a smooth surface after application. It shall then be covered with finish cloth. If exposed to weather it shall be covered with metal or PVC.



## **6. RUBBER**

- 6.1 When rubber pipe covering is cut for any reason, the cut shall be made neatly so that when glued the edges will fit together without voids or irregularities.
- 6.2 All joints and seams are to be glued with an appropriate contact adhesive.
- 6.3 90 degree bends shall be cut from tubular pipe covering by measuring the outside arc, then the inside arc of the pipe elbow. The difference between these two measurements is cut out in the form of two V's four-fifths of the way through the pipe covering.
- 6.4 The use of templates for 90's may be used.
- 6.5 Stove pipe fittings are not allowed.
- 6.6 All work shall be free of excess adhesive.
- 6.7 Apply extruded foam plastic, i.e. Armaflex/rubber, only when surfaces (pipes, pumps, tanks, etc.) are clean, dry and unheated.
- 6.8 Do not stretch rubber. Allow full thickness of insulation to prevent loss of insulation value.
  - 6.8.1 Always use proper size material. Excessive stretching over surfaces causes straining at the joints.
  - 6.8.2 Use of mastics, sealants, tape or caulking at joints is not permitted.
  - 6.8.3 Use of adhesive shall never be used around open flame, heat or sparks. Use adhesive in well ventilated areas. An approved fume respirator is recommended.
  - 6.8.4 All rubber exposed to the weather shall be covered with a protective finish. Metal jacket, UV rated PVC jacket or Armaflex brand paint are options. Use of household or commercial paint shall not be used.

## **7. FOAMS**

- 7.1 The surface to be insulated shall be suitably prepared to receive the foam.
- 7.2 The finished surface shall be rasped or otherwise shaped to a uniform appearance.
- 7.3 Foaming material will be applied to a solid mass free of voids or foreign objects.

## **8. DUCT WORK**

### **8.1 Foil-faced fiberglass blanket with vapor barrier.**

- 8.1.1 Before wrapping the flexible blanket insulation, cut out and remove two inches of insulation at the butt and lateral ends of the flexible blanket. The two-inch laps will serve as vapor barrier flaps at all joints. All insulation will be wrapped tightly and neatly to all surfaces with all joints butted accurately. A completely sealed vapor barrier envelope must be provided.
- 8.1.2 Joints of the insulation will be lapped, sealed and taped with the proper sealer to provide a completely sealed vapor barrier envelope. The tape will be applied in a straight line with equal overlap on both sides of the joint. All punctures and voids must be properly insulated and sealed.
- 8.1.3 If a self-sealing tape is used, it shall be rubbed until it is free of air pockets or openings.
- 8.1.4 No raw glass shall be visible.

### **8.2 Fiberglass blanket.**

- 8.2.1 Blanket insulation shall be cut to allow for a four-inch lateral lap and a three-inch butt lap.
- 8.2.2 It shall be placed neatly around the duct with a minimum of wrinkles.
- 8.2.3 Insulation shall be securely wired or stapled. Wire will be placed on maximum 12-inch centers. Staples shall be used to secure areas not held down by wires.
- 8.2.4 Bare duct metal should be visible only in special cases.
- 8.2.5 Butt laps on square or rectangular duct must be wired or stapled securely.
- 8.2.6 Wire, stick clips, weld pins, adhesive or other devices shall be used to eliminate sagging of insulation blankets.

### **8.3 Rigid Board Insulation.**

- 8.3.1 Rigid board insulation shall be cut accurately for the job requirements; all joints will be tightly butted. Insulation shall be cut to fit between standing seams and stiffeners and shall be secured by impaling over metal fasteners or welded pins. The excess pin length will be cut off or bent over. The washer will be set solidly into the insulation surface. All fastener and washer penetrations shall be sealed to provide a complete vapor barrier. Joints at stiffeners, standing seams and angle irons will be insulated and then will be completely sealed.

- 8.3.2 Where duct insulation is to be finished with a sealed canvas or paper jacket, protective angles (corner bead) shall be used in order to present a uniform finished appearance.
- 8.3.3 Duct insulation exposed to weather shall be installed in a way to allow a pitched or a peaked top to avoid the pooling of water.

## **9. METAL**

- 9.1 On vertical piping and vessels "s" clips should be used while installing metal. Also, "j" clips or "u" clips should be used to hold bands on all vessels. The "j" or "u" clips shall be installed at a minimum of 6 feet apart. On 1-1/4" corrugated metal or larger, .040 SS S-clips shall be used with a minimum of two (2) clips per sheet.
- 9.2 Self-tapping sheet metal screws or pop rivets should be used to eliminate fish mouths.
- 9.3 Bands shall be no further apart than 12 inches on piping.
- 9.4 On vessels over 12 feet in diameter, bands shall have expansion springs.
- 9.5 Cutouts for manholes and larger holes on vessels shall be made from two pieces of metal.
- 9.6 Gores and lunes shall both be crimped and beaded. Screws and pop rivets shall be installed no further than 8 inches apart along laps.
- 9.7 On large corrugated sheets, the lap shall be 1 and 1/2 corrugations minimum.
- 9.8 Cutouts shall be within 1/8 of an inch of the surface cut out for.
- 9.9 All metal shall be installed for watershed.
- 9.10 Expansion joint sleeves shall have the bands, screws, or any other fasteners left off one end, to allow for expansion.
- 9.11 Caulking shall be used in a 1/4 inch bead and smoothed to a fine finish.
- 9.12 Flashing will be used on all heads of vertical tanks when necessary for watershed.
- 9.13 Chokers for bands shall be made of stainless steel wire and double tied.
- 9.14 No Staples shall be used on metal.
- 9.15 Metal shall have no exposed straight cut leading to any cutouts unless proper backing is used.
- 9.16 When PVC plastic covers are used with metal outdoors, they shall be coated with a protective finish. Metal elbows shall be applied so the heel is tightly lapped.

- 9.17 End caps and conicals shall be secured to the adjacent metal with screws or pop rivets at ¼ intervals at a minimum.
- 9.18 Where screws are used to secure metal jacketing they will be installed on 6 inch centers minimum.
- 9.19 Caulking shall be used on cutouts and laps exposed to weather.
- 9.20 Metal end caps are required with metal jacketing. PVC or mastic is not to be used.

## **10. PVC (PLASTIC) JACKETING**

- 10.1 Plastic shall be fabricated and cut in the same manner as metal. Gores, end caps, and conical pieces should have crimped laps when possible. Notched laps on all end cap pieces will be acceptable in lieu of crimped laps.
- 10.2 Plastic will be welded under all laps with the appropriate glue to secure installation.
- 10.3 All edges shall be sealed for vapor barrier by running a continuous bead of glue over their entirety, thereby allowing the installation of the properly lapped plastic in either direction.
- 10.4 Caulking should be used wherever metal protrusions meet plastic.
- 10.5 Tacks shall not be used.

## **11. ASBESTOS WORK**

- 11.1 No work shall be performed without proper training and medical certification.
- 11.2 All work shall be performed according to current EPA and OSHA regulations.

## APPENDIX C

### Western States & Allied Workers' Pension Plan Western States & Allied Workers' Individual Account Plan Western States & Allied Workers' Health Plan Bonding Procedures

#### Bonding Procedures

Adopted July 19, 2016

#### I. Bonding Requirements

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

Any new Employers shall have thirty (30) days to get a bond after he/she has signed a collective bargaining agreement or any other agreement requiring contributions to the Western States Insulators & Allied Workers' Pension Plan, Western States Insulators & Allied Workers' Individual Account Plan and/or the Western States Insulators & Allied Workers' Health Plan.

All contributing employers are required to be in compliance no later than January 1, 2017 or at such later date as established by the Board of Trustees.

#### II. Bond Amounts

The amount of the bond shall be based on the average number of Employees in the preceding twelve month period. For new Employers, the number of Employees shall be based on the number of the Employees employed at the time the collective bargaining agreement or any other agreement requiring contributions to the Plans is signed.

Number of Employees	Bonding Dollar Amounts
3-10	\$30,000
11-20	\$60,000
21-50	\$90,000
51+	\$250,000
Out of Conference	\$250,000
Out of State/Out of Country	\$500,000

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

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

**III. Lapse of Bond**

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

**IV. Bonding Reports**

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

**V. Execution of Bonds**

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

**VI. Authority**

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

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

## Appendix D

The following Individual Employers are represented by the multi-employer group Northern California Chapter, Inc. Western Insulation Contractors Association (WICA).

The following Individual Employers have authorized WICA to represent them in Collective Bargaining and are bound to this Agreement:

- Bayside Insulation, Inc.
- Brand Energy Services of Northern California
- Collins Insulation
- De Bella Mechanical, Inc
- Farwest Insulation Contracting
- ICS Fresno
- Performance Contracting, Inc.
- Restec Contractors

