

**AGREEMENT BETWEEN  
MASTER INSULATORS  
ASSOCIATION OF DULUTH  
and  
INTERNATIONAL  
ASSOCIATION OF HEAT AND  
FROST INSULATORS and  
ALLIED WORKERS**

**LOCAL #49**

**DULUTH, MINNESOTA**

**JUNE 2, 2014 – MAY 31, 2017**

**AGREEMENT BETWEEN  
DULUTH MASTER INSULATORS CONTRACTORS ASSOCIATION  
AND  
INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS  
AND ALLIED WORKERS LOCAL 49**

This agreement, made and entered into this 2<sup>nd</sup> day of June 2014 by and between the Master Insulators Association of Duluth, MN and vicinity (hereinafter called the "Association") on behalf of its members and any employer, not a member of the Association, but who has agreed to be bound by this Agreement (hereinafter called the "Employers") and the International Association of Heat and Frost Insulators and Allied Workers Local 49 of Duluth, MN (hereinafter called the "Union").

- A. An Owner Operator shall participate in the Fringe Benefit and Industry Funds by paying contributions at the applicable rate multiplied by 160 hours per month. An Owner Operator is defined as an individual who performs work as described in Article XI of this Agreement and has (or his spouse has) an ownership interest in the Employer. An Owner who no longer performs work as described in Article XI of this Agreement can secure a withdrawal card through the Local 49 Office, and thereafter carry no working rights as per the International Constitution and Bylaws.
- B. An Association of employees or an employer who shall become a signatory hereto agrees to be bound by the Agreement. Any such association of employers or employer shall furnish to the Union a list of all employer members including new or additional employer members who become members during the term and duration of this Agreement.

**ARTICLE I  
Territorial Jurisdiction**

**SECTION I § Chartered Territory**

It is hereby agreed that the provisions of this Agreement shall be binding upon the Employers individually and as members of the Association and upon the membership of the Union individually and as members of the Union within thirty (30) miles from the City Hall of Duluth, MN.

**SECTION II § Outside territory**

Shall consist of all of the counties listed below:

|            |             |           |                   |
|------------|-------------|-----------|-------------------|
| Minnesota  |             |           |                   |
| Aitkin     | Bertrami    | Carlton   | Cass              |
| Clearwater | Cook        | Crow Wing | Hubbard           |
| Itasca     | Koochiching | Lake      | Lake of the Woods |
| Pine       | Roseau      | St. Louis | Wadena            |
| Wisconsin  |             |           |                   |
| Ashland    | Bayfield    | Burnett   | Douglas           |
| Iron       | Sawyer      | Washburn  |                   |
| Michigan   |             |           |                   |
|            | Gogebic     | Ontonagon |                   |

Rand and McNally's map shall be considered the official map of the trade.

### SECTION III ó Foreign Territory

No more than one (1) member Mechanic (Job Foreman) or five (5) Abatement workers can work on any one (1) operation of any one (1) Employer within the jurisdiction of another Local Union, unless there is a shortage of labor in that jurisdiction. The Employer is privileged to send the Mechanic (Job Foreman) or five (5) Abatement workers as outlined above, but cannot bring a Mechanic (Job Foreman) into an area where he is already bound by a collective bargaining agreement, such members must conform to the working rules and trade agreements of the local union under whose jurisdiction they work, and whose Business Manager they must notify not later than twenty-four (24) hours after said work has started, interrupted, resumed or completed. They shall receive the wage rate highest in either of the two (2) locals, and the higher board or travel allowance applicable to the particular job site and shall receive the fringe benefits of their home local, which shall be paid to their home local in accordance with its administration of same. If the Fringe Benefits package in the area worked is higher, than the difference between the benefits package must be applied to the wages making the total package equal to the higher total package of the Collective Bargaining Agreement in the area worked. They shall work under the working conditions, such as hours and observed Holidays, of the contract of the local in whose jurisdiction the job is located. For the purpose of this Article the term "Fringe Benefits" includes Health and Welfare Funds and Pension Funds, but not Vacation Funds, which for the purpose of this Article are included as wages. All Pension Funds and Health and Welfare Funds shall be reciprocal to the home local funds.

An "Operation" as herein defined means all contracts on or within the premises of buildings, mines, mills, factories, shipyards, etc.

## **ARTICLE II Work Day**

Eight (8) hours of work shall constitute a day's work. The normal work day shall begin at eight (8:00) a.m. and end at four-thirty (4:30) p.m. Although, four (4), ten (10) hour days may be worked, upon mutual agreement. There shall be a fifteen (15) minute coffee break in the forenoon and in the afternoon. The starting time and quitting time may be changed by mutual agreement.

**ARTICLE III**  
**Apprentice Ratio**

Apprentice or Improver membership shall be granted in such numbers as to have available a ratio of one (1) Apprentice or Improver for every three (3) Mechanics. This ratio shall be used on all work and be applied as follows:

|                         |               |
|-------------------------|---------------|
| *3 Mechanics            | 1 Apprentice  |
| 4 through 6 Mechanics   | 2 Apprentices |
| 7 through 9 Mechanics   | 3 Apprentices |
| 10 through 12 Mechanics | 4 Apprentices |
| etc. . .                | etc. . .      |

No Apprentice or Improver shall execute work alone unless on a targeted job. The Employer agrees to make every effort to continue employment of their assigned apprentices.

**ARTICLE IV**  
**Holidays and Overtime**

**SECTION I ó Overtime**

- a. The first two (2) hours performed in excess of a normal eight (8) hour work day. Monday through Friday, and the first ten (10) hours on Saturday shall be paid at one and one-half (1.5) times the straight time rate. All work performed on Sundays, Holidays and in excess of ten (10) hours a day shall be double (2) times the straight time rate of pay.
- b. In the event Members are requested to work more than ten (10) hours, they shall have one-half (1/2) hour for lunch or supper, said meal and time shall be provided by the Employer. If said meal is not provided, a \$15.00 subsistence will be added to the employee's paycheck for said meal.
- c. Maintenance Work ó on all maintenance and repair of existing buildings and other buildings where management and Union agree, in those instances where the customers require that the work commence after four-thirty (4:30) p.m. to ten (10) p.m. the following conditions will prevail. The employees shall work seven and one-half (7.5) hours and be paid for eight (8) hours. If requested to work longer, overtime rates shall apply and be paid accordingly.
- d. No work shall be performed on Labor Day except in special cases of emergency. The rate of pay shall be at three (3) times the regular rate of pay.
- e. Should the actual holiday fall on Saturday, the Friday preceding will be considered the holiday, if the actual holiday falls on a Sunday, the following Monday will be considered the holiday. Holidays are Christmas Day, New Years Day, July 4<sup>th</sup>, Labor Day, Memorial Day and Thanksgiving Day.

**ARTICLE V**  
**Trades Board**

(Disputes and Grievances)

There shall be a Trade Board consisting of four (4) members of the Association and four (4) members of the Union and said Trade Board shall have the right to investigate all labor operations of the parties of this Agreement within its prescribed limits so far as any of the provisions of this Agreement are involved, in connection with which any questions may arise, and for this purpose shall have the right to summon, question and examine any party to this Agreement, or their representatives or agents. If in the event more than four (4) members are present from either side, only those designated at the start of the meeting shall have a voice.

Trade disputes or grievances shall be settled without cessation of work, and in cases where the parties to this Agreement fail to agree, the manner in dispute shall be referred to the Joint Trade Board.

In case any dispute arises, notice must be given in writing to the Secretary of the Trade Board by the aggrieved party within twenty (20) days.

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

1. Regular meetings shall be held in January and in July.
2. Special meetings shall be called by the Chairman of the Trade Board on written request of either side, stating the object for which the meeting is to be called, but no matters shall be discussed at special meetings except those designated in said written request.
3. Four (4) shall constitute a quorum, two (2) from each side, neither side shall cast more votes than the other.
4. The vote on all questions of violations of this Agreement shall be by secret ballot.
5. It shall require a majority vote to carry any questions.
6. The Trade Board shall have the power to impose fines or other penalties where agreed by vote, as above provided for, that any of the Articles of this Agreement that have been violated by either party to the same. Such fines or penalties shall be imposed against either party of the first part of the party of the second part, as the case may be, the Trade Board shall see that any fines or penalties so imposed are satisfied and the charitable disposition of money so collected shall be decided by the Trade Board.
7. The Chairman of the Trade Board shall alternately be the Business Manager of the Union and the President of the Duluth Master Insulation Contractors Association. The Business Manager to be the Chairman in the even numbered years and the Association President to be the Chairman in the odd numbered years. It shall be the duty of the Chairman of the Trade Board to call the meetings as specified in the first paragraph of the By-Laws.
8. Any controversy which cannot be settled by the Trade Boards by a majority vote shall be referred to a neutral arbitrator. The arbitrator is chosen by mutual agreement of the parties, in accord with the procedures utilized in selecting an

arbitrator from a list of five (5) potential arbitrators provided by the Minnesota Bureau of Mediation Services. The party originating the dispute shall strike one (1) name from the list provided, and then the parties shall strike one (1) name alternatively until one name remains. The remaining person shall serve as the Arbitrator.

**ARTICLE VI**  
**Sub-Contracting and Estimating**

The Employers agree that they will not sub-contract any work described in Article XI to any non-union contractors, and the Union agrees not to contract, sub-contract or estimate work.

**ARTICLE VII**  
**Recognition of Union and Employer**

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

**ARTICLE VIII  
Wages and Fringe Benefits**

**SECTION I ó Wages**

The Employers agree to pay the Mechanics, Apprentices, Improvers and any temporary personnel such as Luggers covered by this Agreement the following regular rates of pay per hour:

Effective June 6, 2016

**MECHANIC, APPRENTICE & IMPROVER RATES**

|                      | Mechanic | 4th year | 3rd year | 2nd year | 1st year |
|----------------------|----------|----------|----------|----------|----------|
| Base Wage            | \$28.77* | \$21.83* | \$19.13* | \$16.49* | \$13.79* |
| Savings              | \$8.00*  | \$6.00*  | \$4.76*  | \$3.50*  | \$2.26*  |
| Union Dues           | \$3.54*  | \$2.83*  | \$2.48*  | \$2.12*  | \$1.77*  |
| Health & Welfare     | \$7.20   | \$7.20   | \$7.20   | \$7.20   | \$7.20   |
| Pension              | \$9.00   | \$7.20   | \$5.76   | \$4.30   | \$2.86   |
| Local Training       | \$0.50   | \$0.50   | \$0.50   | \$0.50   | \$0.50   |
| Nat'l Training       | \$0.05   | \$0.05   | \$0.05   | \$0.05   | \$0.05   |
| Industry Fund        | \$0.15   | \$0.15   | \$0.15   | \$0.15   | \$0.15   |
| LMCT                 | \$0.05   | \$0.05   | \$0.05   | \$0.05   | \$0.05   |
| Total                | \$57.26  | \$45.81  | \$40.08  | \$34.36  | \$28.63  |
| *Taxable Item Totals | \$40.31  | \$30.66  | \$26.37  | \$22.11  | \$17.82  |

Increase      \$1.40 effective June 2<sup>nd</sup>, 2014  
 2<sup>nd</sup> Year      \$1.50 effective June 1<sup>st</sup>, 2015  
 3<sup>rd</sup> Year      \$1.55 effective June 6<sup>th</sup>, 2016

See Addendum ó for Targeted Jobs Program.

Subject to overtime rates are:  
 Wages, Savings, Dues and Pension Funds.

Foreman: 4-11 crew size - \$1.50/hour additional over Mechanics rate.  
 General Foreman: Over 11-crew size - \$2.50/hour additional over Mechanics rate.

|                                     |   |
|-------------------------------------|---|
| <b>Room and Board Non-Targeted:</b> | <b>Room and Board Targeted Program:</b> |
| 50 Miles ó Free Zone                | 50 Miles ó Free Zone                    |
| 51-100 Miles ó \$40/day             | 51-100 Miles ó \$35/day                 |
| 101-130 Miles ó \$50/day            | 101-130 Miles ó \$40/day                |
| 131-Over Miles ó \$65/day           | 131-Over Miles ó \$60/day               |

Mileage: Current IRS mileage allowance paid on one trip in and one trip out per job. Transportation may be furnished by the employer in lieu of Mileage allowance, in which case, the employee will travel once in and once out on company time.

Travelers and Retired Members shall be paid their Savings Fund on the check. Travelers and Retired Members must contribute to the Pension Fund, Health and Welfare, Dues, Training and Industry Funds, as though they were Members of Local 49. Travelers must contact Business Manager for Reciprocal Forms for their Pension and Health and Welfare Funds. Retired Members will be reimbursed Union Dues.

Temporary Permits on Referral Card (at the 1<sup>st</sup> year rate of pay or higher) shall have the amount under Savings Fund, Training and Pension Fund added to their Base Wage Rate. Temporary Permits on Referral Card are not required to contribute to Pension Fund. Temporary Permits on Referral Card will pay a ðworking assessmentö of two dollars and thirty cents (\$2.30) per hour worked (any difference between the Union Dues and ðworking assessmentö shall be added to the Base Wage Rate). Temporary Permits on Referral Card must contribute to the Health and Welfare, LMCT and Industry Funds at the same rates as Members of Local 49.

Instructions for Temporary Permit Rates  
(for 50, 60, 70, 80% and Mechanics on Referral Card)

Effective June 6, 2016

**TEMPORARY PERMIT RATES**

|                      | Mechanic | 4th year | 3rd year | 2nd year | 1st year |
|----------------------|----------|----------|----------|----------|----------|
| Base Wage            | \$47.56* | \$36.11* | \$30.38* | \$24.66* | \$18.93* |
| Savings              | \$0.00*  | \$0.00*  | \$0.00*  | \$0.00*  | \$0.00*  |
| Union Dues           | \$2.30*  | \$2.30*  | \$2.30*  | \$2.30*  | \$2.30*  |
| Health & Welfare     | \$7.20   | \$7.20   | \$7.20   | \$7.20   | \$7.20   |
| Pension              | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| Local Training       | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| Nat'l Training       | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   |
| Industry Fund        | \$0.15   | \$0.15   | \$0.15   | \$0.15   | \$0.15   |
| LMCT                 | \$0.05   | \$0.05   | \$0.05   | \$0.05   | \$0.05   |
| Total                | \$57.26  | \$45.81  | \$40.08  | \$34.36  | \$28.63  |
| *Taxable Item Totals | \$49.86  | \$38.41  | \$32.68  | \$26.96  | \$21.23  |

## SECTION II ó Fringe Benefits

### a. Health Fund

The Employer agrees to pay to the Trustees of the Duluth Building Trades Health Fund at the rate referenced in Article VIII, Section I, per employee, to be used for the purpose of said fund set out in the Trust Agreement.

Each Employer, by execution of this Agreement, recognizes and accepts the Duluth Building Trades Health Fund as being properly established under and pursuant to an Agreement and Declaration of Trust dates as of September 11, 1953, and subsequently amended from time to time thereafter.

Each Employer agrees to contribute every month, no later than the 10<sup>th</sup> day of the following month, such amounts for health and welfare benefits as may be required to be paid pursuant to the terms and conditions of this Agreement. Contributions will be sent to the Duluth Building Trades Welfare Fund, C/O Wilson McShane, 2002 London Road, Suite 300, Duluth, MN 55812.

Each Employer accepts and agrees to be bound by the above mentioned Trust Agreement, except that wherever said Trust Agreement is inconsistent with this Collective Bargaining Agreement, this labor contract shall control. Specifically, each Employer recognizes the obligation to make timely payments as herein required, and further recognizes and accepts the authority of the Trustees of the Health Fund to impose penalties and/or interest on late payments, to conduct examinations of all necessary employment, payroll and other relevant records relating to employees covered by this Agreement, to require and collect reimbursements of costs of such examinations, together with all attorney's fees and expenses incurred by or on behalf of the Health Fund in collecting delinquent payments.

Notwithstanding the provisions of any other Article or Section herein, the failure, refusal or neglect of an Employer to report or to pay any amount due the Health Fund or to comply with the requirements of this section regarding payments of penalties, interest, costs and disbursements connection with collection of delinquent payments or to comply with the terms and conditions of the above mentioned Trust Agreement, dated as of September 11, 1953 (as amended from time to time) shall not be subject to arbitration.

The authority of the Trustees of the Health Fund herein referred to shall not be deemed to be exclusive remedies and/or penalties available in the event of failure to comply with the terms of this Agreement, but shall be considered as supplemental to remedies and/or penalties available to the parties hereto.

Reciprocal agreements with other locals will be in place to send the Employees' Health to his Home Fund

b. Savings Account

The Employers agree to pay, at the rate referenced in Article VIII, Section I, into Employees Savings Account to be administered according to the rules therefore established by the Trade Board in Article V. Overtime rates stated in Article IV shall apply to Savings Account pay.

c. Defined Contribution Fund (Pension)

Pension § It is agreed that all Employers who are, or become signatory or bound by this Agreement, agree to contribute to the Bricklayers and Allied Craftsmen, Local 3 and 16, Asbestos Workers, Local 49 Retirement Fund the rate as set forth in the Collective Bargaining Agreement, and if that rate is ever increased during the life of this Agreement, the additional amount contributed shall be deducted from the base wage rate of the Employees.

All Employers who are or become signatories or bound by this Agreement further agree to be bound by the provisions of such Trust Agreement and Supplemental Retirement Plan and to make contributions thereto in a timely matter as required by Article VII, SECTION II of this Collective Bargaining Agreement or a collection policy adopted by the Board of Trustees. Contributions are payable on all hours worked, and shall be remitted to such office as designated in Article VIII, Section II, Subsection I, together with contribution reports, in accordance with the directions of the Board of Trustees. Overtime rates stated in Article IV shall apply to this Defined Contribution Plan. Reciprocal agreements with other locals will be in place to send the Employees' Pension to his Home Fund. Temporary Permits, on Referral Card, are not included under this provision.

SECTION III § PAYMENTS DUE FUNDS § DELINQUENCY PROCEDURE

- a. Payments as required in ARTICLE VIII, SECTION I; ARTICLE VIII, SECTION II, b, c, and d are due on the 10<sup>th</sup> of the month following the month in which the work was performed. An Employer shall be considered "delinquent" for a particular month if its required report and payment for that month is not received by the fund office by the 10<sup>th</sup>, irrespective of which such delinquency is willful or otherwise. (Payments as required in Article VIII, Section II, a, are due as required by the Trustees of that fund.)
- b. The delinquent Employer shall be required to pay all costs of collection actually incurred by the Trustees or collecting entity, including attorney's fees, filing fees, court recorders fees and all other fees, costs and disbursements incurred by or on behalf of the Trustees or collecting entity in collecting the amount due (the "costs").
- c. If an Employer is found to have been delinquent for a particular month for more than ten (10) days and on more than three (3) occasions within twelve (12) consecutive months, the Union may require such Employer to deposit with the Fund, a Surety Bond, or a cash deposit in lieu thereof, as a guarantee for the

future payments of contributions in the amount at least equal to five (5) times the Employers monthly contributions to all Funds, as estimated by the Funds Trustees. If the Employer, following the posting of such bond or cash deposit is not delinquent as defined in this paragraph for any work month for twelve (12) consecutive months, the bond or cash deposit may be canceled and/or refunded by the Trustees.

- d. Delinquencies in payments to any such Funds may be enforced in any manner by the Trustees notwithstanding the delinquency has not been processed as a grievance under this Agreement by the Union.

#### SECTION IV ó Foreman Rates

In a crew of four (4) to eleven (11) men, one (1) man shall be designated as a "Foreman" and be paid two (\$1.50) dollars per hour over Mechanic's scale. When a job requires more than eleven (11) men, an additional "General Foreman" shall be designated and be paid three (\$2.50) dollars per hour over Mechanic's scale.

#### SECTION V ó Pay Day

Payment of wages and expenses shall be weekly (no later than noon Friday) on the job or at the shop on day designated the shop as pay day, or deposited in the mail no later than Thursday Noon.

### **ARTICLE IX Reimbursement of Expenses**

#### SECTION I ó Room and Board Zone

- a. Non -Targeted Employees shall receive room and board allowance when on jobs beyond fifty (50) miles from the City Hall of Duluth, MN at the following rates;

| <u>Miles</u> | <u>Rate</u>                    |
|--------------|--------------------------------|
| 51-100       | \$40.00 per day (June 6, 2011) |
| 101-130      | \$50.00 per day (June 6, 2011) |
| 131+         | \$65.00 per day (June 6, 2011) |

Employees shall be paid room and board for any holiday occurring on Tuesday, Wednesday or Thursday, provided the employee has worked on the same job the day before and the day after such holiday. Room and board allowance shall be paid on adverse weather condition days. Employees must report to work on adverse weather condition days in order to receive this allowance.

- b. There shall be a room and board rate freeze on all 1<sup>st</sup> and 2<sup>nd</sup> Year Apprentices when on jobs within the Targeted Jobs Program and shall be as follows;

| <u>Miles</u> | <u>Rate</u>     |
|--------------|-----------------|
| 51-100       | \$35.00 per day |
| 101-130      | \$40.00 per day |
| 131+         | \$60.00 per day |

Employees shall be paid room and board for any holiday occurring on Tuesday, Wednesday or Thursday, provided the employee has worked on the same job the day before and the day after such holiday. Room and board allowance shall be paid on adverse weather condition days. Employees must report to work on adverse weather condition days in order to receive this allowance.

## SECTION II § Free Zone

- a. A "Free Zone" shall be established consisting of the area within fifty (50) miles of the City Hall of Duluth, MN (measured by the most direct road route). Employees shall be at the job site within this Free Zone from 8:00 a.m. to 4:30 p.m. Employer will reimburse Employee for all parking fees while at work.
- b. Employees, when on jobs beyond the fifty (50) mile "Free Zone" of Duluth shall receive travel pay at the rate currently approved by the IRS (any amount less than current IRS rate will be re-negotiated), per mile, per man, for one (1) trip from the City Hall of Duluth to the job site and one (1) return trip to the City Hall of Duluth upon completion of the job. Employee will travel on his own time.
- c. On "Room and Board" jobs a "Free Zone", is established consisting of the area within fifty (50) miles (measured by the most direct road route), from the City Hall, of the nearest city with living conditions used by Employees, covered by this Agreement. If the job is located outside of this "Free Zone", Employees shall receive travel pay at the rate currently approved by the IRS (any amount less than current IRS rate will be re-negotiated), per mile, per man, from that City Hall to the job site and return, daily. Employees shall travel on their own time.

## ARTICLE X General Provisions

### SECTION I § Hazardous and Abrasive Materials, Protective Equipment

The Employer agrees to furnish gloves, special tools and saws, etc., when materials are used that can cause extraordinary wear, such as foam glass, etc. Employers furthermore agree to furnish protective equipment, such as hard hats, non-prescriptive safety glasses, special clothing, etc. when Employees are on jobs requiring same.

On all work on systems that are either hot or cold enough to cause injury, the employer will provide necessary safety equipment for those conditions.

Employer agrees to pay a maximum of one hundred (\$100.00) dollars towards safety boots when required. Employer will replace damaged, worn or unsafe boots of the same type and style when needed.

## SECTION II 6 Steward Clause

The Business Manager may appoint a Working Steward on any job he decides requires one. The Steward will investigate situations referred to them and will notify the Business Manager of their findings. The Business Manager will decide the appropriate action to be taken.

## **ARTICLE XI Job Jurisdiction**

This Agreement covers the rates of pay, rules and working conditions of all Mechanics, Apprentices and Improvers, engaged in the preparation, distribution, application, clean-up and removal of pipe and boiler coverings, insulation of hot surfaces, ducts, flues and other equipment, with materials such as: Calcium, Silicate, Mineral Wool, Fiberglass, Foamglass, Cork, Styrofoam, Polyurethane Metals and Plastics, or other materials used in our craft, or substitutes for these materials, or engaged in any labor connected with the handling, distribution, clean-up and removal of insulating materials on job premises, also the covering of cold piping and tanks connected with the same.

This agreement covers the rate of pay, hours and other terms and conditions of employment with fire stopping or fireproofing technicians, and apprentices engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing, and maintenance of the following, when applied by machine or other application methods of all fire stopping materials including, but not limited to: intumescent fire stop sealant, intumescent fire stop blocks, elastomeric fire stop sealant, self-leveling fire stop sealant, trowelable fire stop compound, fire stop collars, composite sheets, petty pads, fire containment pillows, wrap strips, putty sticks, fire stop mortar, fire stop mastic, refractory ceramic fiber blanket for kitchen exhaust and fire rated duct systems, or other materials used in connection with labor, and to include other fire protection materials such as boots and cable coatings which are connected with the handling or distribution of the above insulating materials, or the repair and maintenance of all equipment, on job premises. The types of work shall include but not be limited to: top of wall, curtain wall, fire rated wall penetrations, grease ducts, stairwell pressurization systems, beam, column, and deck fireproofing. Application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke, or other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall and floor components, and sealing of penetrating items and blank openings.

**ARTICLE XII**  
**Performance of Work**

Employees shall be considered ðat workö for a shop from the time they accept employment and they shall proceed to and execute said work in a faithful workmanship manner and not to terminate with same until reasonable notice has been given Employer. Employer agrees to give reasonable notice before a layoff is made. Mechanic in charge of out-of-town operations, where room and board is paid, shall complete same before terminating employment with Shop of Employer. Complaints arising from inferior workmanship shall be referred to the Joint Trade Board and all found contributing to it penalized.

**ARTICLE XIII**  
**Union Office**

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

**ARTICLE XIV**  
**Management's Rights**

Management reserves the right to manage its jobs to the best interests or efficiency and economy. Union Representatives and Employees may not under any circumstances require more Employees on a crew or project than management desires. Listing of the wage rates in the contract establishes only a rate of pay for Employees and in no way suggests manning requirements. The Employer retains sole discretion to increase or reduce the number of Employees needed on each phase of the project as a whole. Management shall have the right to determine the employment, qualifications or discharge of any Employee of whose work, at management's discretion is unsatisfactory, or who fails to observe the safety precautions or other rules or regulations prescribed by the Employer or any government agency. There shall not be any restrictions on using tools, equipment, machinery, materials, products or processes.

No contractor bound hereunder shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other contractors employing persons represented by the Union performing such similar work in the same jurisdiction, except as provided in this Article. Where the International Union makes an agreement with other contractors who submits a bid on a particular job, no signatory contractor on that job shall be required to pay higher wages or be subject to less favorable working condition than those set forth in the International Agreement; but the terms and conditions of that Agreement shall not apply elsewhere in this jurisdiction.

In the event the employer is bidding or negotiating a job or has a bona fide reason to believe they are bidding or negotiating a job that may not be performed by employer and Union parties hereto, then upon advising the Association and the Union, no later than three days prior to the bidding, this Agreement may be mutually modified on a job basis to allow employer to become more competitive. Such modifications shall be for the particular job only and shall be posted in the offices of Local 49 and the Association.

#### **ARTICLE XV**

##### **Renewal of Agreement**

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

#### **ARTICLE XVI**

##### **Effective Date, Duration of Agreement**

This Joint Trade Agreement shall become effective June 2, 2014 and shall be rigidly observed until its expiration May 31, 2017, during which time neither party to it shall continue in force or create any rule or By-Law conflicting with its provisions, provided, however, that this Agreement may be amended from time to time by the parties hereto.

#### **ARTICLE XVII**

##### **Separability Clause**

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

#### **ARTICLE XVIII**

##### **Union Security and Work Force Hiring and Termination**

It is mutually agreed, understood and acknowledged that the Heat & Frost Insulators and Allied Workers Local No. 49 is the sole and exclusive bargaining representative of all Employees covered by this agreement. Upon the Unions request for recognition as majority representative, the Employer verified the evidence presented by the Union demonstrating that the Union represents an uncoerced majority of the Employer's insulation employees. Based on this clear and unequivocal demonstration of majority support, the Employer recognizes the Union as the sole and exclusive bargaining representative under NRLA Section 9(a) and acknowledges that the Union represents a majority of employees to perform bargaining unit work.

All Mechanics, Apprentices and Improvers hereunder Members of the Union, now and in the employ of the Employer, shall remain Members in good standing in the Union during the term of this Agreement. All Mechanics, Apprentices and Improvers covered by this Agreement hereinafter employed by the Employers, shall make

application to the Union on the earliest date provided by applicable Federal Law after their employment, or the date of this Agreement, whichever is later.

#### SECTION I ó Hiring Hall Clause

Each Employer subject to this Agreement shall hire only Mechanics, Apprentices or Improvers when available. This provision in no way will interfere with a Mechanic of the bargaining unit from being hired by an Employer. All Apprentices hired will be indentured and placed by the Joint Apprenticeship Committee. After the Employer makes a request for employees, the Union shall have two (2) working days to furnish workers. If the Union cannot furnish workers for a particular job within two (2) working days, the Employer may hire from other sources for that particular job only.

Upon request of an Employer, the Union will tell the Employer the names of all qualified Journeyman Mechanics, Apprentices and Improvers available for referral. The Employer may hire from that list. In the event the Employer rejects two (2) Members referred to the Employer, thereafter, the employer is required to send a letter stating the reason for refusal. The Employer cannot hire from other sources. The Employer shall not transfer temporary employees (whether referred by the Union or solicited by the Employer) to any other job, without first complying with the hiring provision herein set forth.

#### SECTION II ó Hiring Notice

The Employer will advise the Business Manager of whom the Employer hires to perform bargaining unit work.

#### SECTION III ó Termination Notice

Employees will be given a verbal notice of layoff prior to the end of their previous shift of work, provided; the Employer has knowledge of the layoff prior to the end of the previous shift of work. When the employee is laid off or discharged, a written or verbal notice stating the date and reason shall be given to the employee and the

Business Manager, at the time of termination. The Employer shall confirm a layoff in writing to the employee within two (2) working days unless the employee is recalled within that time.

#### SECTION IV ó Termination Dispute Procedure

An Employer may only discharge an employee for just cause. If the Union or the discharged has any complaint as to the propriety of a discharge it shall be referred in writing to the Joint Trade Board within two (2) working days of the notice of the discharge and the Joint Trade Board shall meet within three (3) days thereafter. If the Joint Trade Board cannot resolve the complaint within five (5) days thereafter, the Union may demand arbitration pursuant to Article V, Rule 8.

The time for holding the Joint Trade Board meeting may be extended by mutual agreement of the parties.

#### SECTION V ó Termination Payoff

The Employer agrees that any terminated employee shall be paid in full at the next regularly scheduled payroll date.

#### SECTION VI ó Shop Loaning Employees

No Employee will be loaned from one shop to another.

### **ARTICLE XIX Training, LMCT and Industry Funds**

#### SECTION I ó Training Funds

- a. The Employer agrees to pay \$.05 per hour worked to the Trustees of the Insulation Industry's Apprentice and Training Fund or to such depository as such Trustees may designate in writing. A report of the hours worked and payment with respect to each calendar month shall be made or deposited in the mail on or before the tenth (10<sup>th</sup>) day of the succeeding calendar month.

Any future increase shall be deducted from the employees Union Dues.

- b. The Employer agrees to pay \$.50 per hour worked to the Trustees of the Asbestos Workers Local 49 Training Fund or to such depository as such Trustees may designate in writing. A report of the hours worked and payment, with respect to each calendar month, shall be made or deposited in the mail on or before the tenth (10<sup>th</sup>) day of the succeeding calendar month.

Any future increase shall be deducted from the employees Union dues.

#### SECTION II ó LMCT ó The Heat and Frost Insulators and Allied Workers Labor-Management Cooperative Trust.

Section 1: Commencing as of the effective date of this Agreement, and for the duration of this Agreement, the Employer agrees to make payments to The Heat and Frost Insulators and Allied Workers Labor-Management Cooperative Trust, LMCT, for each employee covered by this Agreement, as follows:

- a. For each hour worked for which an employee works, the Employer shall make a contribution of five cents (\$.05) to the LMCT. These funds will be sent to the LMCT on a monthly basis via the Local Union Financial Secretary Monthly Financial Report.

b. For the purpose of this Article, each hour worked shall be counted as hours worked for which contributions are payable.

c. Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, insulation workers, firestop workers, and hazardous waste workers in the following classifications: journeymen, apprentices, helpers, trainees and probationary employees.

d. The Employer and Union Signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the LMCT.

Section 2: The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.

Section 3: All contributions shall be made at such times and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust. The Trust receives contributions from Employers and Participating Local Labor-Management Cooperative Funds. Each Employer shall contribute to the Trust in the amount required by the Collective Bargaining Agreement between the Union and the Employer. The rate of contribution shall at all times be governed by the Collective Bargaining Agreement then in force and effect, together with any amendments, supplements or modifications thereto. Each Participating Local Labor-Management Cooperative Fund shall contribute to the Trust in the amount required by this participation agreement. The rate of contributions shall at all times be governed by the aforesaid participation agreement then in effect, together with any amendments, supplements or modifications thereto. All contributions shall be made effective as required by the Collective Bargaining Agreement and shall continue to be paid as long as the Employer is so obligated pursuant to the Collective Bargaining Agreement.

Section 4: If an Employer fails to make contributions to the LMCT within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to ensure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties and interest as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause, which may be provided or set forth elsewhere in this Agreement.

### SECTION III ó Industry Fund

- a. Contributions provided for in Section II (b) of this Article will be used to promote programs of industry, education, training negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the Insulation Industry, improve the Employer ó Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.
- b. The Employer agrees to pay \$.15 per hour worked to the Trustees of the Duluth Master Insulation Contractors Association Industry Fund. Payment shall be made monthly on or before the tenth (10<sup>th</sup>) day of the succeeding month.
- c. The Fund shall furnish annually, to the Business Manager of the Union, written reports, describing in reasonable detail, the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. Once per year the Fund shall include, in such written reports, a statement attested by a Certified Public Accountant and containing its balance sheet and detailed statement of receipts and disbursements. Further specific detailed information in regard to Fund activities or its receipts and/or disbursements shall be furnished to the Business Manager of the Union upon his written request.
- d. Grievances concerning use of Industry Fund monies to which an Employer shall contribute for purposes prohibited under Article XIX, Section II, (a.), or for violations of other subsections of this Section shall be handled under the provisions of Article V of this Agreement. The Joint Trade Board shall be authorized to impose any remedial order for violation of this Section, including termination of the Employer's obligation to contribute to the Industry Fund.

Any increase deemed necessary by the Duluth Master Insulation Contractors Association Industry Fund shall be absorbed by the Duluth Master Insulation Contractors Association. The Duluth Master Insulation Contractors Association Industry Fund Inc. shall have the right to unilaterally increase or decrease the contribution rate to this Fund during the terms of this agreement as set forth in Article II, Section A. Any such increase would be in addition to the Total Package wage increase set forth in Article XIV and any decrease would result in the same decrease in the Total Package.

### **ARTICLE XX Substance Abuse Program**

When mandated by a Government Agency, or where a customer requires, it is not a violation of this Agreement for Signatory Contractors to implement a Substance Abuse Program.

**ARTICLE XXI**  
**Referral Cards**

A Referral Card shall be issued to any and all temporary non-members working in the Asbestos Workers Local 49 territory under Article XVIII. The Referral Card shall be issued to an individual for a period of thirty (30) calendar days. The Referral Card must be presented to the Mechanic on the job or to any Member of Local 49, when requested, for verification of employment. Any temporary non-member in possession of a current Referral Card may be moved from one job to another job, by his Employer, while working under the Targeted Jobs Program in the area covered by the Targeted Jobs Program. The Referral Card carrier and the Employer, for which he is working, must notify the Business Manager of any such transfer within forty-eight (48) hours of that transfer. If a temporary non-member, in possession of a current Referral Card, is on a particular job when his thirty (30) days has expired, he may continue to remain on that job until completion of that particular job only. The Referral Card may be renewed or revoked after thirty (30) calendar days at the Unions discretion. Non-members are not eligible for employment without a current Referral Card. Any violation of this Article will result in the cancellation of the Referral Card. A "Working Assessment" in the amount of two dollars and thirty cents (\$2.30) per hour shall be deducted from the temporary employees' taxable total and be entered on the monthly transmittal form under the Union Dues/Working Assessment column. The difference (between this Working Assessment and Union Dues paid by Members of Local 49) shall be added to the temporary employees Base Wage Rate. Any Referral Card carrier, Traveler or Retired Member working at a Mechanic, Apprentice or Improver rate of pay shall have the amount in the savings column added to the employees Base Wage Rate.

LOCAL 49 DUES CHECK OFF, INITIATION FEES and  
ASSESSMENTS AUTHORIZATION

I hereby voluntarily authorize \_\_\_\_\_

(Name of Employer)

to deduct from my wages my (a) regular membership dues, (b) Initiation Fees and Assessments, and (c) the amount allocated to the Savings Fund established under Article VIII, Section I, of the Labor Agreement in effect from time to time between the Master Insulators Association of Duluth and International Association of Heat and Frost Insulators and Allied Workers Local 49, and to remit items (a) and (b) to the Local, with item (c) to be transmitted monthly to an individual savings account at Hermantown Federal Credit Union, Duluth, Minnesota.

This authorization shall remain in effect until the expiration of the current Agreement between the Employer and the Union or until the expiration of one year from the date of this authorization, whichever occurs sooner. This authorization shall be cancelled immediately on termination of employment. Automatic renewal of the current agreement for an ensuing period including temporary, constitute expiration current agreement and commencement of new Agreement.

I further agree and direct that the above authorization be automatically renewed for the period of each succeeding Agreement between the Employer and the Union unless I give written notice of cancellation to the Employer and the Union during the last fifteen (15) days in which the above authorization or any renewal thereof, is in effect.

At the beginning of each cancellation period of fifteen (15) days during which this authorization may be cancelled, the Employer may post on the bulletin boards or otherwise distribute a notice to Employees calling attention to their rights of cancellation.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City ó State ó Zip Code

\_\_\_\_\_  
Social Security Number

Copy needed for:

- Employee
- Employer
- Association
- Union

INTERNATIONAL ASSOCIATION OF HEAT and FROST  
INSULATORS and ALLIED WORKERS

Local Union No. 49  
2002 London Road  
Duluth, MN 55812

STANDARD AGREEMENT

LETTER OF ASSENT

This is to certify that the undersigned employer has examined a copy of the LABOR AGREEMENT between MASTER INSULATORS ASSOCIATION of DULUTH and INTERNATIONAL ASSOCIATION of HEAT and FROST INSULATORS and ALLIED WORKERS LOCAL UNION NO. 49 dated the 2<sup>nd</sup> day of June 2014, which Agreement will remain in effect until the 31<sup>st</sup> day of May 2017, unless amended by mutual consent of the parties thereto.

It is mutually agreed, understood and acknowledged that the Heat & Frost Insulators and Allied Workers Local No. 49 is the sole and exclusive bargaining representative of all Employees covered by this agreement. Upon the Unions request for recognition as majority representative, the Employer verified the evidence presented by the Union demonstrating that the Union represents an uncoerced majority of the Employer's insulation employees. Based on this clear and unequivocal demonstration of majority support, the Employer recognizes the Union as the sole and exclusive bargaining representative under NLR Section 9(a) and acknowledges that the Union represents a majority of employees to perform bargaining unit work.

The undersigned employer hereby agrees to comply with all of the terms and conditions of employment contained in the aforementioned agreement and all approved amendments thereto. It is understood that the signing of this Letter of Assent shall be as binding on the undersigned employer as though he had signed the above referred to Agreement, including any approved amendments.

SIGNED FOR THE EMPLOYER:

SIGNED FOR THE UNION:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Business Manager/Business Representative

\_\_\_\_\_  
Company Street Address

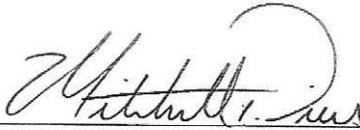
\_\_\_\_\_  
Phone # ó Job Site and/or Office

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
By

DULUTH MASTER INSULATION CONTRACTORS ASSOCIATION

Executive Director



Mitchell T. Diers

INTERNATIONAL ASSOCIATION OF HEAT AND FROST  
INSULATORS AND ALLIED WORKERS  
LOCAL 49 DULUTH, MN

Business Manager



Richard Webber

**ADDENDUM "A"**  
**to the**  
**STANDARD LABOR AGREEMENT**  
**Between**  
**MASTER INSULATORS ASSOCIATION OF DULUTH**  
**and**  
**INTERNATIONAL**  
**ASSOCIATION OF HEAT AND FROST INSULATORS**  
**and**  
**ALLIED WORKERS LOCAL #49**  
**DULUTH, MINNESOTA**

This Addendum "A" entered into by and between the MASTER INSULATORS ASSOCIATION OF DULUTH and other signatories to this Agreement, acting for and in behalf of its members who hereinafter signify their acceptance by the execution of this Agreement, such members to be considered the "EMPLOYER" herein, and ALLIED WORKERS LOCAL #49 of the INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS hereafter called the "UNION."

### **Effective Date**

The parties agree that this Addendum "B" shall commence on the 2<sup>nd</sup> day of June 2014 and shall continue to and including the 31<sup>st</sup> day of May 2017, and shall continue in full force and effect from year to year thereafter unless written notice is given by either party to the other on or before 90 days prior to the expiration date, demanding that the Agreement be amended or terminated. All terms of this Agreement shall remain in effect for the duration of this contract. If the notice is to terminate, then the contract shall terminate on the next ensuing anniversary date. If the notice is to amend, then either party giving such notice shall serve the proposed amendments on the other party at least 30 days prior to the next ensuing expiration date.

### **Purpose:**

### **Targeted Jobs Program**

The Targeted Jobs Program shall use the Official Allied Workers Local 49 Targeted Jobs Program Map on file with the Association Office and the Business Manager of the Union. The Targeted Jobs Program shall include any non-industrial job located outside of these counties: Itasca, Cook, Carlton, Lake, & St. Louis. Under the Targeted Jobs Program the employer may use as the first (1<sup>st</sup>) man in, an apprentice, or improver at the first (1<sup>st</sup>) or second (2<sup>nd</sup>) year apprentice rate of pay. The second (2<sup>nd</sup>) man in may be an apprentice or improver at the first (1<sup>st</sup>) or second (2<sup>nd</sup>) year apprentice rate of pay. The third (3<sup>rd</sup>) man will be a mechanic. Hereafter refer to Article III.

Employers may only be entitled to use this Targeted Jobs Program if they are making every possible effort to employ their designated Apprentice in a full time capacity the rate he is currently entitled to, but not necessarily on the same project using this program. Furthermore any temporary employees must be in possession of, and subject to, all rules and guidelines of the Approved Referral Card, Article XXI, issued by Asbestos Workers Local 49.

Prior authorization for the use of Market Recovery Money must be received by the Business Manager of Local 49, 48 hours prior to bid, and if any Market Recovery Money is used in said program, Local 49 will notify the Master Insulators Association of Duluth, which will in turn notify all Signatory Contractors.

The Targeted Jobs Program shall also include the following counties but only with prior authorization from the Business Manager: Itasca, Cook, Carlton, Lake, & St. Louis.

The Following Areas will have a sixty (60) mile free zone:

International Falls  
Bemidji  
Brainerd  
Ashland

Employees living in terminal city free zones, working outside of the free zone, will receive room and board and mileage from City Hall of their terminal city.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 2<sup>nd</sup> day of June 2014, Addendum 0A0.

INSULATORS LOCAL #49, DULUTH, MINNESOTA  
2002 London Rd., Rm. 210  
Duluth, MN 55812  
Phone (218)724-3223

BY   
Business Manager – Richard Webber

MASTER INSULATORS ASSOCIATION OF DULUTH  
802 Garfield Avenue, Ste. 202, Seaway Building  
Duluth, MN 55802-2636  
Phone (218)727-6227

BY   
Executive Director – Mitchell T. Diers