

AGREEMENT

BETWEEN

**THE INTERNATIONAL ASSOCIATION OF HEAT & FROST
INSULATORS & ALLIED WORKERS LOCAL NO. 30
SYRACUSE, NEW YORK**

AND

THE SYRACUSE INSULATION CONTRACTORS

EFFECTIVE

MAY 1, 2015 THROUGH APRIL 30, 2020

**Agreement between the Syracuse Insulation Contractors Association and
the International Association of Heat and Frost Insulators and Allied Workers
Local No. 30 Syracuse, New York**

Effective May 1, 2015 through April 30, 2020

THIS AGREEMENT, made and entered into this 1st day of May, 2015 by and between the Syracuse Insulation Contractors Association (hereinafter called the "Association") on behalf of its members (hereinafter called the "Contractors" or "Employers") and the International Association of Heat and Frost Insulators and Allied Workers Local No. 30 of Syracuse, New York (hereinafter called the "Union"). 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 the members of the Union. This Agreement succeeds the labor contract adopted on May 1, 2012 and extended from year to year thereafter as amended from time to time.

ARTICLE I – GEOGRAPHIC JURISDICTION

Section 1. This Agreement shall be binding within the New York counties of: Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, and Tompkins. Broome and Tioga counties remain in the Union's geographic jurisdiction, but have different wage and fringe benefit schedules. The Rand McNally's map shall be considered the official map of the trade.

Section 2. The exception to the Union's geographic jurisdiction as describe above will be that all work performed in the Counties of Broome, Chemung, and Tioga will be performed under the highest conditions of employment, wages, transportation, board allowance and any fringe benefits as may be in effect by agreement of either Local #30 or Local #38. Fringe benefits shall be payable to the home local as described in Section 3 of this Article. The jurisdiction over all operations performed in this area will rest within the Local Union in whose territory the shop executing the work is located. In instances where an employer maintaining a shop outside of the territory of these two Locals is executing a contract in this area, the Local Union having jurisdiction over the job will be determined by the General Office.

Section 3. No more than one (1) member-Mechanic (Job foreman) 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) 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 said union they must notify no later than twenty-four (24) hours after starting said work. They shall receive the wage rate highest in either of the two 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 payable to their home local in accordance with its administration of same. 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 the Article, the

term “fringe benefits” include welfare and pension funds, but not vacation funds, which for the purpose of the Article are included as wages. Agreement on compensation shall be reached before sending anyone into another territory. No Employer can send or bring a Mechanic into an area where they are already bound by a collective bargaining agreement unless mutually agreed upon by all parties concerned.

ARTICLE II – WORKING HOURS

Section 1. The regular work day, Monday through Friday, will be continuous eight (8) hours between 7:00 a.m. and 5:00 p.m. with a one-half hour for lunch between 12:00 noon and 12:30 p.m. The starting time will be set by the Employer. No employee shall work any other hours unless authorized by the Employer.

Section 2. Any employee leaving the job during hours shall notify the Employer prior to leaving and prior to 9:00 a.m. should the employee not report to the job at all. The absence of any employee during the regular work day who has not notified the Employer shall be considered unauthorized.

Section 3. The Employer has the ability to work five (5) eight (8) hour days or four (4) ten (10) hour days only on 40 hour work weeks. While working a 4-10 hour shift, Friday may be used as a makeup day if a workday is missed due to inclement weather or safety concerns at the employer’s discretion.

Section 4. Employees shall be considered at work for a shop from the time they accept employment and they shall proceed to and execute said work in a faithful and workmanlike manner. The Employer agrees that when a bargaining unit employee is laid off, the employee shall be given four (4) hours notice with the opportunity to finish working or notice can be waived by the Employer in which the employee shall be paid all economic conditions due and owed by the terms of this collective bargaining agreement.

Section 5. Any employee who reports for work and is unable to begin work because of inclement weather or any other unforeseen condition or who reports for work as previously directed will be entitled to a travel expense of \$50.00. The Contractor must notify the worker one (1) hour before the start of the shift if the shift is to be cancelled. Workers must provide the Contractor with a valid phone number where they can be reached before the start of their assigned shift. If a worker reports for work and work is provided, the worker will be paid for a minimum of two (2) hours or the actual hours worked.

ARTICLE III – APPRENTICES

Section 1. The ratio of Apprentices may equal, but not exceed a ration of one (1) Apprentice to three (3) Mechanics employed in a shop. Implementation of this ratio on a shop basis will be as follows:

1 st man in the shop	Must be a mechanic
2 nd man in the shop	May be either an apprentice or a mechanic
3 rd man in the shop	May be an apprentice if the first two men were mechanics

	otherwise must be a mechanic
4 th man in the shop	May be an apprentice if the first three men were mechanics otherwise must be a mechanic
5 th man in the shop	Must be a mechanic if the first four men include an apprentice
6 th man in the shop	May be either an apprentice or a mechanic (the overall ration after each 4 men does not exceed 3 to 1)

Section 2. No apprentice shall execute work unless in the company of a Mechanic except when the Mechanic fails to report for work. Whenever this occurs, the Apprentice shall not be laid off or in any manner terminated and shall not suffer lost wages or expenses.

When a Mechanic fails to report for work in the daily expense zones, a one (1) day grace period will be granted and in board zones a work week (Monday through and including Friday of the same calendar week) or any part of the same week shall be granted as a grace period. During the grace period, an apprentice will be paid his/her Apprentice wage.

Apprentices shall be governed by the rules and regulations as set forth by the New York State Bureau of Apprentices and/or the Syracuse Joint Apprenticeship Committee. The Association and the Union shall comply and adhere to decisions made by the Joint Apprenticeship Committee. Whenever the word "Apprentice" is used, it shall also be construed to mean "Improver."

An Employer that is not an approved Employer by the requirements of the New York State Bureau of Apprenticeship Training shall receive said approval. In the interim, only indentured Apprentices of the State of New York may be used.

ARTICLE IV – OVERTIME AND HOLIDAYS

Section 1. All labor in excess of the "regular" workday will be paid as overtime. All overtime will be time and one half for the ninth and tenth hours Monday through Friday as well as the first ten hours on Saturday. All other overtime will be double time, including Sundays. The rates apply to jobs of all sizes. All overtime must be authorized by the Employer.

Section 2. The observed holidays are: New Year's Day, Easter, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day. No work shall be performed on Labor Day except in special cases of emergency and then only when triple (3) time is paid. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

Section 3. Employees working on a job that requires overtime will be given first preference for the overtime on an equitable basis. If additional employees are required for the overtime work, first consideration will be given to the members of Local #30 employed by the shop performing the overtime. All other members of Local #30 will be considered next in the event the Employer performing the overtime cannot satisfy manpower requirements in his own shop. When it is necessary to bring or send Employees to an overtime job from other jobs, the employees shall not receive any travel time to and from the job. No continuous overtime shall be worked by an Employer when Local #30 has unemployment because of a shortage of work.

Section 4. Overtime work at reduced rates on existing building or buildings will be considered when mutually agreed upon by the Union and the Association.

Section 5. Shift Work Clause with no Minimum Shift Duration. Any shift may be worked regardless of there being a regular day shift or not. The following rates will apply on all **Contracting agency mandated** shifts worked between the hours listed below (All shifts are eight (8) hours pay for eight (8) hours work):

SHIFT	
FIRST	\$30.15
SECOND	\$34.67
THIRD	\$37.69

Prior to the start of any shift work, a representative of the Employer and the Union shall meet to determine shift requirements, if any. In occupied buildings, the Employer may choose to work any shift as required by the job conditions. Manpower on the second and third shift will not exceed the manpower on the first shift. No person will work more than one shift. Employees working for a Contractor starting shift work will have preference to the shift they work.

ARTICLE V – DISPUTE RESOLUTION PROCEDURE

Section 1. All grievances shall be handled in accordance with this Dispute Resolution Procedure.

Section 2. A grievance is defined as a disagreement arising as to the meaning, interpretation, or application of this Agreement, or a disagreement arising as to the compliance with this Agreement, between an employee, a group of employees, or the Union, and any Employer or Employers who are members of the Association or signatories to this Agreement.

Section 3. A grievance involving an employee or group of employees shall first be discussed between the supervisor or supervisors of such employee(s) and the union representative or representatives representing such employee(s). If a mutually acceptable resolution is not reached by means of such discussion, the matter shall be submitted for resolution pursuant to Section 4 of this Article.

Section 4. All grievances not brought by or on behalf of an individual employee or group of employees, and all grievances brought by or on behalf of an individual employee or employees which are not resolved pursuant to Section 3 of this Article, shall be submitted by written notice for all parties involved for resolution through discussions between a Union representative and a representative of the Employer(s) involved. Failure of the Employer(s) involved to respond to such notice within ten (10) days by offering reasonable dates and times for the representatives to meet and commence such discussions shall result in the grievance being upheld. If the Union representative and Employer representative are unable to reach a mutually acceptable resolution to the dispute, the matter shall be referred for resolution to the Joint Trade Board pursuant to Section 5 of this Article.

Section 5. There shall be a Joint Trade Board consisting of two (2) representatives selected by the Association and two (2) representatives selected by the Union. Said Joint Trade Board shall meet to resolve any grievance not resolved pursuant to Section 3 and 4 of this Article within three (3) days of the discussion pursuant to Section 4 of this Article. The Joint trade Board shall render its decision within ten (10) days of its first meeting regarding the grievance. Such decision shall be final and binding upon all parties involved in the dispute. Extensions of deadlines provided in this paragraph shall be permitted on mutual consent of the Union and Association.

Section 6. If the Joint Trade Board is not convened in a timely fashion and/or does not render its decision in a timely fashion as required by Section 5 of this Article, the Union or any Employer involved in the grievance may provide notice to all other parties involved of its desire to submit the dispute to an impartial arbitrator for a final and binding decision. The arbitrator shall be selected from a panel of qualified arbitrators from the Federal Mediation Conciliation Service or the American Arbitration Association, using an alternating striking method. Related arbitration costs shall be shared by the parties.

ARTICLE VI –SUBCONTRACTING

The Employers agree that they shall not sublet or contract out any work described in this Agreement, and the Union agrees not to contract, sub-contract, or estimate on work, nor allow its membership to do so, nor act in any trade capacity other than that of workman. No job foreman, mechanic, or any other employee covered under this Agreement shall fire or hire any other employee or have any authority to represent an Employer in labor relations. It is also agreed that no member of a firm or officer of a corporation or their representatives or agents shall execute any part of the work of application of materials, and in no case shall any member of the Union estimate on or give any labor figures.

ARTICLE VII – RECOGNITION

Section 1. The Employers recognize the Union as the exclusive bargaining agent for Mechanics and Apprentices who perform any of the duties described in this Agreement. Just as the Employers recognize the Union as the sole bargaining agent as depicted above; the Union shall recognize the Employer signing this Agreement as the bargaining agent and shall always offer this group the most favorable agreement for the work force that they represent. The foregoing clause shall not apply to wages, benefits, or other terms and conditions of employment entered into by the Union pursuant to a project labor agreement.

Section 2. By executing this Agreement, the Employer acknowledges that the Union has submitted proof that it is the majority representative of employees of the Employer in the collective bargaining unit, and that the Union is requesting, and the Employer is hereby granting, recognition as exclusive bargaining representative under Section 9(1) of the National Labor Relations Act, as amended, of the Employer's employees in the bargaining unit. The agreed upon bargaining unit is the contract unit under this Agreement.

ARTICLE VIII – WAGE AND BENEFIT RATES

Section 1. The Employers hereby agree to pay Mechanics and Apprentices at the following hourly rates from May 1, 2015 through April 30, 2016.

CLASSIFICATION	WAGE	WELFARE	PENSION	ANNUITY	JAC	IAF	LMCT	TOTAL
MECHANIC	\$30.15	\$8.92	\$9.00	\$2.00	\$0.23	\$0.02	\$0.05	\$50.37
4TH YEAR APPR	\$24.12	\$8.92	\$9.00	\$2.00	\$0.23	\$0.02	\$0.05	\$44.34
3RD YEAR APPR	\$21.11	\$8.92	\$9.00	\$2.00	\$0.23	\$0.02	\$0.05	\$41.33
2ND YEAR APPR	\$18.09	\$8.92	\$9.00	\$0.00	\$0.23	\$0.02	\$0.05	\$36.31
1ST YEAR APPR	\$15.08	\$8.92	\$9.00	\$0.00	\$0.23	\$0.02	\$0.05	\$33.30

SHIFT	
FIRST	\$30.15
SECOND	\$34.67
THIRD	\$37.69

The Employers hereby agree to an additional increase in the total package of \$1.51/hour for the contract period May 1, 2016 through April 30, 2017.

The Employers hereby agree to an additional increase in the total package of \$1.56/hour for the contract period May 1, 2017 through April 30, 2018.

The Employers hereby agree to an additional increase in the total package of the cost of living for the contract period May 1, 2018 through April 30, 2019. Cost of living is to be determined by the U.S. Department of Labor Statistics **Consumer Price Index for all Urban Consumers, Northeast Region, all items 1982-84 = 100** for the period of January 1, 2017 through December 31, 2017. The increase will be at least two (2) percent but no more than four (4) percent of the total wages and benefits agreed to for April 30, 2018.

The Employers hereby agree to an additional increase in the total package of the cost of living for the contract period May 1, 2019 through April 30, 2020. Cost of living is to be determined by the U.S. Department of Labor Statistics **Consumer Price Index for all Urban Consumers, Northeast Region, all items 1982-84 = 100** for the period of January 1, 2018 through December 31, 2018. The increase will be at least two (2) percent but no more than four (4) percent of the total wages and benefits agreed to for April 30, 2019.

Foremen will be designated by the Employers. General Foremen shall be paid the following hourly amounts in addition to the mechanic hourly wage rate:

1. 3-5 workers: \$2.00
2. 6-14 workers: \$3.00
3. 15 + workers: \$4.00

Sub-foremen shall be paid \$2.00 per hour in addition to the hourly mechanic rate.

All of the above rates shall remain in effect until the termination of this Agreement. All working foremen will be selected from members of Local #30.

Section 2. The Employers agree to pay the Trustees of the Asbestos Workers Syracuse Welfare Fund and Asbestos Workers Syracuse Annuity Fund an aggregate rate of \$ 10.92 per hour on each hour worked by employees covered by this Agreement, to be used for the purpose of said Fund as set out in the Trust Agreement.

The Employers agree to pay the Trustees of the Asbestos Workers Syracuse Pension Fund at the rate of \$9.00 per hour on each hour worked by employees covered by this Agreement, to be used for the purpose of said Fund as set out in the Trust Agreement.

The Employers agree to pay to the Trustees of the Apprenticeship Training Program at the rate of \$0.23 per hour on each hour worked by employees covered by this Agreement, to be used for the purpose of said Fund as set out in the Trust Agreement.

The Employers agree to pay to the Trustees of the Industry Advancement Fund (“IAF”) at the rate of \$0.02 per hour on each hour worked by employees covered by this Agreement, to be used for the purpose of said Fund as decided by the Association. If operation of the IAF proves unsatisfactory to the Union, the Union will exercise the option of not allowing it to be renewed into the next Agreement.

THE HEAT AND FROST INSULATORS AND ASBESTOS 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 Asbestos 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

If any of these increases is placed into the benefit funds, it will be prorated for apprentices according to their percentage of wage scale. If for any reason, any of these funds cease to exist, then such contributions will be added to the hourly wage.

The Agreements and Declarations of Trust of the Funds described herein shall be considered as parts of this Agreement in the same manner as if they were fully set forth herein. The Employers agree to be bound to the policies and procedure adopted by said Trustees in accordance with applicable law. Any Employer shall post a payment bond for wages and fringe benefits, when and if requested by these Trustees. If for any reason any of these Funds cease to exist, then such contributions will be added to the hourly wage.

All Employer contributions to said Funds shall be made monthly no later than the tenth (10th) day of the month following the month during which the hours for which contributions are required are worked, upon remittance forms furnished by said Funds. Employers will be granted a five (5) day grace period after the tenth (10th) of the month, after which a written notice may be sent by the Union and the Employer will have five (5) days after receipt of the notice to remit the contributions. Any Employer delinquent in reporting and making contributions to the Funds shall be assessed interest on the amount of delinquent contributions at the rate of two percent (2%) per month from the date the monies were due (the tenth (10th) day of the month), liquidated damages of twenty percent (20%) of the delinquent contributions, auditing fees, and attorneys and paralegals fees and costs. A delinquent Employer shall also pay the Funds' and/or Union's legal fees and related expenses incurred by the Funds and/or Union in attempting to obtain the Employer's compliance with the foregoing provision, in attempting to obtain an audit, and in attempting to collect, and in collecting, the Funds' monies. A delinquent Employer shall also pay the costs of any audit of payroll records of the Employer.

Notwithstanding any provision in the Agreement to the contrary, the Union shall also have the right to strike and/or boycott any Employer who is delinquent in contributions, and the Employer shall be liable for payment of any wages and fringe benefits lost by its employees as a result of such action. Such action will not constitute a violation of any "no strike" provision in the Agreement, and the Employer shall have no right to damages for such action. The use of the grievance and arbitration machinery set forth in the Agreement is waived by any such delinquent Employer.

Furthermore, the Funds and/or the Union may require an Employer to post a payment bond to secure payment of wages, expenses, and fringe benefits contributions.

The Union agrees to indemnify and save the Employers and each of them harmless against any claim, after payment is made to the administrator of Funds as described herein.

It is agreed that all or any part of any rate increases will be used by the employees in their Welfare or Pension Funds or any Funds mutually agreed upon per the recommendations of the Fund Trustees and Professionals.

Section 3. Notwithstanding any provision in the Agreement to the contrary, the Union and Association agree to allocate contributions to the Annuity Fund and Welfare Fund effective May 1, 2015. The aggregate contributions by Employers of \$10.92 per hour worked shall be directed

to the Annuity Fund and Welfare Fund in accordance with the attached Schedules A, B, C, D and E. These allocations have been agreed to between the Association and the Union and will not be adjusted except by mutual agreement and no more frequently than annually. Schedule A, B, C, D and E reflect certain percentages of the \$10.92 aggregate amount. In the event that the aggregate amount changes then the percentage allocation shall continue.

Section 4. Upon 30 days written notice any part of the above wages may be used for "Dues Check Off" in accordance with the Union's constitution and by-laws. Dues Check-off consists of Local 30 Dues, Vacation Fund, Charity Fund, Legal Fund, and Health and Hazard Fund and will be \$4.40 per hour.

Section 5. Vacation schedules shall be accomplished by April 1st of each year and any request for vacation after April 1st of each year will require two weeks' notice. No more than 20% of the shop may be on vacation at any one time. Conflicts in vacation schedules shall be settled with preference given to the individual having the greater length of service in the shop.

Section 6. The Employer will furnish time cards and the employees shall fill out the time cards in their entirety and return them to the Employer as requested by the Employer. Time cards shall be in the Employer's office by 11:00 a.m. on Monday or postmarked 12:00 noon on Saturday if mailed or the employee will not be paid that week. All checks will be postmarked on Tuesday and, if paid on job site, no later than Thursday.

Section 7. Payment of all wages and expenses shall be weekly on the job or at the shop on the day designated by the shop as pay day. Employees shall be paid promptly upon termination of the job, at the office; during regular working hours or as authorized by the individual and shall at the time of termination receive the required New York State Termination Notice. A termination notice agreed upon by the Trade Board will be given to the Employee and a copy put on file at the Union Office. Any dispute with this procedure will be handled by the Trade Board Grievance Committee.

Section 8. If for any reason during the life of this Trade Agreement, a wage and/or price freeze should be enacted by the government, then, when the freeze is lifted, the economic features of this Trade Agreement will be treated as if no freeze had been enacted.

ARTICLE IX – BOARD AND TRAVEL

Section 1. Employees shall receive board and/or travel expenses on all jobs located beyond a 30 mile radius of Clinton Square, Syracuse, New York as follows:

Downtown Syracuse	\$8.00 per day maximum
Distance	
30-40 miles	\$12.00 per day
40-50 miles	\$22.00 per day
50-100 miles	\$35.00 per day + half travel time
100 and over	\$45.00 per day + half travel time

except Romulus, Norwich, and Milliken Station will be considered in the 50 to 100 mile zone. There are **no expenses** for members who are working in Broome and Tioga counties.

Section 2. **No Carfare.** The Employers also agree:

1. The travel time will be paid for board jobs on the return trip only. Travel times based upon automobile time to be taken during the workday, unless otherwise directed by the Employer. If the employee works an 8 hour or longer day, he shall be paid time and one-half for the return trip.
2. That board will be paid for Holidays that fall on Tuesday, Wednesday, and Thursday providing the employee works the day prior to and the day following the Holiday.
3. Company Vehicles: When company vehicles are to be used, the person or persons shall leave the company office at 8:00 a.m. and return to the company office by 4:30 p.m. Any time spent before 8:00 a.m. and after 4:30 p.m. will be paid on overtime travel basis. No daily travel expenses will be paid.

ARTICLE X – LETTER OF INTENT

Payments listed in Article VIII and IX apply to all classifications mentioned in Article XIV. All Employers, not signatory to Trade Agreement, must sign a Letter of Intent binding them to the terms of the Trade Agreement.

ARTICLE XI – WORK RULES

This Agreement covers the rates of pay, rules, and working conditions of all Mechanics and Apprentices covered by this Agreement and employed by an Employer signatory to or otherwise committed to abide by this Agreement, regardless of the location of their employment within the jurisdiction of Local #30, when they are engaged in the preparation, fabrication, alteration, application, erection, assembling, molding, spraying, pouring, mixing, handling, adjusting, repairing, dismantling, reconditioning, maintenance, finishing, and/or weather-proofing of cold or hot thermal insulation with such materials as may be specified when these material are to be installed for thermal purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats, equipment, or on any hot or cold surfaces for the purpose of thermal control. This is also to include all labor connected with the handling and distribution of thermal insulating materials on job premises and all other such work that is within the jurisdiction of Local #30. This article does not include the manufacture of pipe coverings and/or fittings in one piece halves or the facing of flexible blanket duct insulation.

- Work Rules:
1. The worker shall be at his/her assigned work place and ready to begin work at the designated starting time.
 2. The worker shall remain actively working at his/her assigned work place until the designated stopping time.

3. There will be one 15-minute break to be taken at the work location in the morning.
4. Lunch break will be a period of 30 minutes.

ARTICLE XII - COMPLAINTS

Complaints arising from inferior workmanship may be referred to the Joint Trade Board and all found contributing to it penalized or complaints will be referred to Local #30 Executive Board for appropriate action as authorized under their International Constitution and By-Laws or Local Autonomy. Parties to the Agreement will be informed of charges against any and all parties by previous notification. The Union agrees there shall be no limitations or restrictions placed upon the individual working efforts of employees.

ARTICLE XIII – UNION OFFICE

The Union shall have a permanent office address with telephone service, where their Business Agent or authorized officer can be communicated with between 8 a.m. and 5 p.m. each working day for the purpose of answering inquiries and providing necessary service to the trade.

ARTICLE XIV – HIRING PROCEDURE

The hiring procedure shall operate as described in this Article.

1. If an applicant on the out-of-work list refuses two jobs (excluding nuclear and asbestos work or on disability or compensation), the applicant will be moved to the bottom of the list.
2. When an Employer requires employees, the Employer shall request that employees be referred to him through the hiring procedure provided for herein.
3. The Union shall refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union, or on the basis of race, creed, color, sex or national origin and such selection and referral shall not be affected, in any way, by rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of Union membership. Neither shall the Employer discriminate against any Employee or applicant for employment because of race, creed, color, sex or national origin.

This obligation not to discriminate in employment includes but is not limited to the following: hiring, placement, upgrading, transfer or demotion, recruitment, advertising or solicitation for employment, training during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff or termination of employees.

4. The Union shall maintain a list of persons available for employment. This list will be made available to the Employers when requested by them. Contractors have the ability to hire any employee on the list regardless of their position on the list. This list shall contain the following groups of employees:

Group I - Mechanic: Persons of Local #30 possessing an International Association's Mechanics card and/or such other persons as afforded mechanic status by and through the Joint Apprenticeship Committee of the Syracuse Insulator Training Fund.

Group II - Apprentices: Indentured apprentices under the Syracuse Asbestos Workers Training Program and the authority of its Joint Apprenticeship Committee.

Group III - Mechanics: Mechanics from outside the Jurisdictional territory of Local #30, Insulation Workers, who are accepted mechanics within the Insulation Construction Industry, and shall be used when Group I list of available persons has been exhausted.

Group IV - Student Help: It is hereby understood between the parties that the Employer may employ student workers in the category of Helper at the rate specified in the Contract for that classification but with the following conditions applying: (1) such student workers may be hired only if all regular Employees are fully employed and only for such periods as full employment is maintained for all regular Employees; (2) such student workers may be hired only between May 15th and September 15th of each year; (3) such student workers will be considered as temporary employees only; (4) in the event of lay-off these student workers will be laid off first before any regular employees; (5) such student workers will not be based upon any work calling for a Journeyman, Improver, or Apprentice.

Group V: (a) Any applicant not in Groups I or III; or
(b) Any applicant not in Groups II or IV.

5. If the list of persons for Employment in all groups is exhausted and the Union is unable to refer persons qualified and acceptable to the Employers as provided above within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the referral procedure but shall maintain the ratio. Prompt notification will be given the Union when such applicants are hired giving the name, social security number and address.
6. Layoffs shall be in the reverse priority than that of the Hiring Procedure.
7. Disputes arising from this procedure shall be submitted to arbitration by either party, before the Joint Trade Board (as outlined in Article V) at a regular or special meeting called for this purpose. Within 5 days after the request of arbitration the Joint Trade Board not being able to satisfy disputes, then the New York State Board of Mediation will select the arbitrator. The arbitrator's decision will be final and binding; and the cost of the arbitrator shall be shared equally by the Union and the Syracuse Insulation

Contractors Association and/or Contractors signatory to this Agreement.

8. The list of available employees shall be in chronological order of the date and time that each became available. When an employee receives employment, his name will be removed from the list unless he works 10 days or less and is terminated, in which case his name will be returned to the same place in the available for work list that is occupied when he was referred for such work.
9. Any employee may refuse a job for any reason, in which case he shall retain his position on the Out-of-Work List. However, if any employee accepts a job but refuses the employment on arrival at the job site or fails to report to the job, his name shall be placed on the bottom of the Out-of-Work list.
10. A Non-Signatory Employer requiring help shall advise the Business Agent of the number of positions to be filled. The Business Agent shall then refer from the top of the list the number and status requested.
11. Any person who is refused by the Employer shall be returned to his appropriate place within his group and shall then be referred to other employment in accordance with the position of his group and his place within it as other requests are received from other Employers.
12. No employee shall be referred unless requested if he has been discharged for cause by the asking Employer. Any employee laid off may be re-hired by his/her most recent Employer within 10 working days of the layoff date.
13. The Union agrees to indemnify and save the Employers and each of them harmless against any claim against the Employers and each of them which shall arise out of or by reasons of the Union's improper application of the foregoing provisions of Article XIV.
14. The Employers agree to indemnify and save the Union harmless against any claim against the Union which shall arise out of or by reason of the Employer's improper application of the foregoing provisions of Article XIV.

ARTICLE XV – AMENDMENT

The Joint Trade Agreement shall become effective May 1, 2015 and shall be rigidly observed until its expiration on April 30, 2020, during which time neither party to it shall continue to enforce or create any rule or by-law conflicting with its provisions. Either party hereto, however, may reopen said contract ninety (90) days prior to the annual anniversary of said Agreement for reasons other than for the monetary items and shorter hours. The parties hereto may change or amend this contract by the mutual consent of both parties. In order to reopen said contract either at its expiration date or on its anniversary as referred to above, the parties shall request such termination in writing at least ninety (90) days prior to said expiration or anniversary.

ARTICLE XVI - SEVERABILITY

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 shall continue in full force and effect until the date of expiration.

ARTICLE XVII – UNION SECURITY

Section 1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement, shall on the earliest date provided by applicable federal law, make application to become members of the Union.

Section 2. It shall also be a condition of employment that all employees of the Employer covered by this Agreement and hired on or after its effective date, shall on the earliest date provided by applicable Federal law after their employment, make application to become members in good standing of the Union.

Section 3. Lapsing: When an employee has been lapsed by Local #30 for non-payment of dues or initiation fees and the Employer is properly notified, then the Employer shall terminate lapsed employee's employment.

Section 4. At the time of hiring or rehiring, the Employers agree to direct the employees to report to the Secretary of the Union for a copy of this Agreement, in order to acquaint the Employees with the conditions under which they will be employed, and their obligations as required by this Article.

ARTICLE XVIII – PICKET LINE CLAUSE

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a labor dispute or refuses to go through or work behind any picket line, including the picket line of the Unions party to this Agreement and including picket line at the Employer's place or places of business. There shall be no additional expenses to any Employer as a result of employees honoring a picket line. No one will be hired by an Employer prior to placing his employees who are honoring a picket line.

ARTICLE VIII – HAZARD CLAUSES

1. Employees and Employers shall abide by all rules and regulations as set forth by the New York State Department of Labor particularly in regards to the use of ladders, scaffolding and equipment. Local 30 will provide OSHA 10, First Aid and CPR training for its members to comply with the New York State requirement for public works jobs that take effect July 18, 2008.

2. No one employee shall work in crawl spaces, unexcavated area, attic, restricted or confined space areas.
3. Extension ladder requirements or scaffold work over 12 feet from the floor level will require a second employee when requested.
4. Safety equipment and mechanized blowers, etc. will be furnished where necessary for the health and safety of the employee.
5. When an employee has to work in a high radiation area, he will be governed by all of the rules of the agencies in charge of the plant, guaranteed at least one week's pay and be compensated for shoes, clothing, and tools that may be contaminated and no longer usable.
6. Equipment: all employees will be issued a staple gun and hard hat when starting work for a contractor. A place to lock these items will be furnished by the Contractor when practical. If these items are lost due to the carelessness or neglect of the employees, it will be their responsibility to replace them at their own expense. These items will be returned upon leaving the shop or paid for be deduction from the last paycheck.
7. The Employer agrees to supply all gloves and saws when working with foam glass.
8. Banned Tools: No Employee will use impact tools utilizing explosive charges, nor may he direct others to do so unless specified by the customer.
9. In the event any material containing any type of lead product is used, strict OSHA regulations will be followed with an emphasis on blood testing before starting work and periodically while using the material.

ARTICLE XX – BUSINESS HOURS

Business: All employee and Employer business shall be conducted between the hours of 8:00 a.m. and 8:30 p.m. and no later than Saturday noon.

ARTICLE XXI – WORK ORDERS

It shall be the responsibility of the Employer to furnish job work orders as needed. When job work orders or job specifications are unavailable, then the International Code of Workmanship shall apply. Changes in job work orders must be in writing and signed by an authorized member of the firm.

ARTICLE XXII – MANEGEMENT’S RIGHTS CLAUSE

Except as otherwise restricted, modified or limited by provisions of this Agreement, all rights and functions pertaining to the conduct and management of the Employer’s business, including, but not limited to, the materials used, method of application, direction of work force are vested exclusively with the Employers.

ARTICLE XXIII – SUCESSORSHIP

It is agreed that this Agreement shall be binding upon the Employer and the Union together with their successors and assigns.

IN WITNESS WHEREOF, the parties have set their signatures hereto for this Collective Bargaining Agreement on the dates indicated below to be effective as stated herein.

AGREED TO:

SYRACUSE INSULATION CONTRACTORS ASSOCIATION

By: **Syracuse Insulation Contractors Assn.**

By: **Atlantic Contracting & Specialties**

By: Rick Mullen

By: Gary Sprague

Title: Chairman

Title: Vice President

Date: _____

Date: _____

By: **Griffin Insulation Co. Inc**

By: **Sabert Insulation Inc.**

By: Rick Mullen

By: Mark Sabert

Title: President

Title: President

Date: _____

Date: _____

AGREED TO:

THE INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS & ALLIED WORKERS LOCAL NO. 30 SYRACUSE, NEW YORK

By: _____
Robert W. Reap, Business Manager

By: _____
Thomas Clark, President

Date: _____ Date: _____

IN WITNESS WHEREOF, the parties have set their signatures hereto for this Collective Bargaining Agreement on the dates indicated below to be effective as stated herein.

AGREED TO:

By: **JPC LTD**

By: Jim Smith

Title: Vice President

Date: _____

AGREED TO:

THE INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS & ALLIED WORKERS LOCAL NO. 30 SYRACUSE, NEW YORK

By: _____
Robert W. Reap, Business Manager

By: _____
Thomas Clark, President

Date: _____ Date: _____