

AGREEMENT

between

CONNECTICUT INSULATORS' ASSOCIATION INC

and

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS

and

ASBESTOS WORKERS LOCAL NO. 33

Duration of this Agreement:

September 1, 2002 – August 31, 2006

AGREEMENT
between
Connecticut Insulators' Association Inc.
and
International Association of Heat and Frost Insulators
and Asbestos Workers Local No. 33

This Agreement is made and entered into this 7th day of October, 2002 by and between the Connecticut Insulators Association, Inc. (the "Association"), on behalf of each of its members ("Employers") and the International Association of Heat and Frost Insulators and Asbestos Workers Local 33 of Connecticut (the "Union").

ARTICLE I
DEFINITIONS

Section 1. All definitions in this Article apply throughout the Agreement. Definitions limited to specific Articles are found in those articles. Defined words are capitalized throughout the Agreement.

Section 2. "Asbestos Removal" means any work involving handling or use of asbestos or any asbestos-containing product being removed from any structure, and all related work for the removal of asbestos.

Section 3. "Asbestos and Insulation Work" means the trade in which workers handle, install, apply, fabricate, distribute, prepare, alter, repair, dismantle, maintain, or test heat or frost insulation, including penetration and firestopping work, and perform all related work included in the trade jurisdictional claims of the Union. This definition does not include the work of truck drivers and workers involved in warehousing operations.

Section 4. "Asbestos Worker" means any individual who performs the work covered by this Agreement, whether in the capacity of journeyman, mechanic, apprentice, pre-apprentice or foreman.

Section 5. "Association" means the Connecticut Insulators Association, Inc.

Section 6. "Employee" means an Asbestos Worker who is employed by an employer on a jobsite or in a shop fabricating asbestos or related materials or products for a jobsite ("local shop") within the territorial jurisdiction of the Union.

Section 7. "Employer" means a member of the Association, or any Employer who accepts the terms of this Agreement.

Section 8. "Pre-Apprentice" means an individual who is registered with the State of Connecticut as an apprentice and is enrolled in the Asbestos Workers' Local 33 Apprenticeship and Training Educational Program, but is not a member of Asbestos Workers' Local 33.

Section 9. "Apprentice" means an apprentice Asbestos Worker registered as an apprentice.

Section 10. "Mechanic" means a journeyman Asbestos Worker who has four (4) years of practical working experience in the asbestos worker trade in the building and construction industry.

Section 11. "Jobsite" means a discrete place where building or construction work is or will be done including, but not limited to, buildings, mines, mills, factories, shipyards, etc. and any work performed within such jobsite or in a shop.

Section 12. "Operation" means any type of work covered by this Agreement to be performed on a jobsite.

Section 13. "Union" means the International Association of Heat and Frost Insulators and Asbestos Workers Local No. 33 of Connecticut, whose work jurisdiction is set forth in the International Association of Heat and Frost Insulators and Asbestos Workers.

ARTICLE II PARTIES' RIGHTS AND RESPONSIBILITIES

Section 1. Jurisdiction. (a) The provisions of this Agreement are binding on each Employer and Employee individually, as well as on the Union and Association.

- (b) The Association hereby recognizes the Union as the exclusive collective bargaining agent for employees who perform any of the duties described in Article I hereof within the Union's trade and territorial jurisdiction in the State of Connecticut. The Association, on behalf of its members, agrees that the Union represents a majority of the employees performing Asbestos Work in the bargaining unit composed of all employees of its members.
- (c) It is hereby agreed that this Agreement covers all employees working on the jobsite or in a local shop (Fabricating for the jobsite) in the application, handling, distribution and preparation for application of any piping, tanks and vessels connected with the same, all alterations and repairing or work similar to the to the aforementioned, and any other employees working as Asbestos Workers. All fabricating in local shops is to have a union label. Exclusions from this paragraph are truck drivers and any warehousing operations.

- (d) The provisions of this Agreement apply within the territorial jurisdiction of the Union. Outside the territorial jurisdiction of the Union, the Employer agrees to abide by all provisions and rules established under any collective bargaining agreement between the local insulation contractors and the local union in that jurisdiction, subject to the provisions of Article IV.

Section 2. Union Membership All Mechanics and Apprentices who are members of the Union and who were employed by Employer on the date this Agreement was executed, shall remain members in good standing in the Union during the term of the Agreement. All Mechanics and Apprentices who are covered by this Agreement and who are employed by the Employer after the Agreement was executed, shall make application to the Union on the earliest date provided by applicable federal law (or the date of this Agreement whichever is later) that is, for workers employed on a jobsite after seven (7) days, and for workers employed at a shop, after thirty (30) days of employment.

Section 3. (a) An Employer may sublet or contract work that falls within the definition of Asbestos Work in Article I only to an Employer that has agreed in writing to conform to all obligations and responsibilities imposed on Employers under this Agreement.

(b) No Employer nor any of its officers, agents or non-asbestos worker employees may perform any work that falls within the definition of Asbestos Work in Article I.

(c) The Union, any of its officers, agents, or members, or any Employee covered by this Agreement, may not contract, subcontract, estimate on work, or give any labor figures, nor may any Employee work in any capacity other than as Asbestos Worker.

Section 4. (a) Because it is contrary to good workmanship in the trade, no Employee shall be required or permitted to work on a piece rate or to lump work in any manner.

(b) No Employer shall place a time limit on any kind of work to be performed by an Employee in any way that can be construed as creating a piece work system.

Section 5. Employees shall be considered "at work" for an Employer from the time they accept employment. They shall proceed to and execute such work in a workmanlike manner and not quit until after reasonable notice has been given to the Employer. Mechanics in charge of out-of-town operations where board and room are paid shall complete such work before leaving the job unless excused by the Employer. Employees who quit expense jobs prior to termination of available work on that job shall forfeit return travel pay. Complaints arising from inferior workmanship shall be subject to the grievance procedure.

Section 6. The Union shall have a permanent office address where the Business Agent or other authorized person can be communicated with between the hours of 8:00 AM and

1:00 PM each working day for the purpose of answering inquiries and providing necessary service.

Section 7. The Union agrees there shall be no limitations or restrictions placed upon the individual working efforts of Employees.

Section 8. No Employer will close a job on a regularly scheduled work day, unless such job is closed by the general contractor or jobsite owner or by the Employer when circumstances forcing a closing are beyond his control.

Section 9. New Employers or contractors, out-of-state contractors, and local contractors who are not members of the Association shall be required to secure a payment bond in the amount of \$40,000 to assure payment of working assessment, wages and contributions due for the Health, Pension, Annuity, Apprenticeship Training and Education Funds, Foundation of Fair Contracting and Industry Advancement Fund. In addition, such employer shall provide the Union with proof of Workers' Compensation Insurance.

Section 10. Nothing in this Agreement or any part of this Agreement shall be construed as restraining the Union from rendering lawful assistance to any trade affiliation of the Connecticut State Building Trades Council in order to correct Employees' working conditions. If a performance bond cannot be supplied, payments for fringe benefits and contributions shall be made on a weekly basis. Any Employer who becomes delinquent in its payments of fringe benefits to any or all Funds will be required to make weekly contributions to all such Funds.

Section 11. No Employees shall be required to cross a lawful primary picket line of any other Union or of this Union.

Section 12. Except as otherwise restricted, modified or limited by the provisions of this Agreement, the right to conduct and manage an Employer's business, including but not limited to the materials used, method of application and direction of workforce, are invested exclusively in the Employer.

Section 13. The Employer must furnish a work order or orders in writing to the Employees for each job. Such work orders shall supercede any order and / or specification issued by others.

Section 14. The Employer shall furnish, in sufficient number, ladders, staging, 10 quart pails, 50 pound bags of insulating cement, mixing boxes for cement and necessary equipment to carry out the progress of any given project, not to include personal tools. Each Employee must furnish a complete set of hand tools for use in his employment. Hand tools normally furnished by the Employer, such as: staples, guns, stitchers, etc.* shall be signed for and be the responsibility of the Employee. "Gang Boxes" shall be provided on jobs when requested and agreed upon between the Employer and the Local 33 Business Manager.

**Etc – means any pre-job arrangement.*

ARTICLE III UNION BUSINESS MANAGER AND STEWARDS

Section 1. General. The Employer recognizes the Business Manager of the Union as the duly authorized representative of the Union and as its agent in charge of all labor matters. All disputes over the interpretations of this Agreement should be first referred to the Business Manager for informal resolution prior to resorting to applicable arbitration procedures. The Employer agrees to accept the Business Manager's representations as to the good standing and membership status of any Employee. The Employer shall not be held liable for its reliance on such representation as to Union membership of any Employee if any Employee is later determined to have been improperly discharged for non-payment of dues on the basis of the Business Manager's representation. If a Union member has been suspended or lapsed for non-payment of dues, fines or assessments, the Business Manager shall notify the Employer promptly.

Section 2. Jobsite Inspection. The Business Manager of the Union shall be permitted at all times during working hours to enter all buildings or any part of such buildings or shops where Employees are working to interview any Employee on the job for a reasonable length of time, subject to the approval of the owner of the building.

Section 3. Stewards. A steward may be appointed by the Business Manager for each shift from the Employees on the job. The steward will be the fourth (4th) to the last Employee to leave the job unless otherwise agreed to by the Business Manager and the Employer. Stewards shall perform their normal duties as Asbestos Workers but will be allowed to attend all official stewards' meetings and to perform other functions required by their stewardship for thirty (30) minutes on each shift. All official decisions will be made by the Business Manager.

ARTICLE IV PROVISIONS GOVERNING WORK OUTSIDE THE UNION'S TERRITORIAL JURISDICTION

Section 1. The Employer agrees that on all work or operations of the chartered territory of the Union it will abide by the rates of pay, rules and working conditions established by the collective bargaining agreement between the local insulation contractors and the local union in that jurisdiction.

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 either a shortage of labor in the other local union's jurisdiction or a pre-job agreement has been entered into between the contractor awarded the work and the two locals.

Section 2. Members of the Union must conform to the collective bargaining agreement of the local union in whose jurisdiction they are employed and must notify the local union's Business Manager not later than twenty-four (24) hours after starting work at the jobsite.

Section 3. Members of the Union who work for an Employer within the jurisdiction of another local union shall be paid the higher of the wage rates, including vacation pay and board and travel allowance established by the Union or the other local union. If the fringe benefit package in the area worked is higher than the home Local's fringe benefit package, then the difference between the benefit packages must be applied to and be part of the wages, making the total package equal to the higher total package of the collective bargaining agreement in the area worked. Their work shall be governed by the working conditions, such as hours and holidays of the other local union's collective bargaining agreement. Fringe benefits for the purpose of this Article include only contributions for the Health Fund, Pension Fund, Annuity Fund, and Apprenticeship Training and Educational Fund, Working Assessment, Foundation for Fair Contracting, and the Industry Advancement Fund, but do not include vacation funds which, for the purpose of this Article, are included in wages.

Section 4. In the event that a jurisdictional dispute shall exist between this Union and any other local union(s) which affects the Employer, the Union will not commence or support work stoppage. If such jurisdictional dispute cannot be resolved within seventy-two (72) hours of the dispute arising, the Union will submit the dispute to the Joint Board of the Settlement of Jurisdictional Disputes of the AFL-CIO Building Trades Department, and the Board's decision shall be binding on all parties to the dispute. However, if the other union or its International is not a party to such Joint Board for the Settlement of Jurisdictional Disputes, the Employer agrees that the work shall be assigned to Employees covered by this Agreement.

ARTICLE V HIRING PRACTICES AND PROCEDURES

Section 1. (a) The Union will maintain a facility for registering qualified applicants available for employment as Asbestos Workers.

- (b) Each applicant for employment shall be required to complete registration forms required by the Union and, in addition, may be required to furnish data such as previous employers or other information as may be deemed necessary to determine their qualifications for employment.
- (c) Qualified applicants shall be registered on a craft out-of-work list in order of time and date of registration from which referrals for employment will be made.
- (d) Registration on the out-of-work- list shall be on a non-discriminatory basis and shall not be affected in any way by whether the applicant is a member

of the Union or by the Union's by-laws, rules, regulations, constitutional provisions, policies or requirements, to the extent they may be inconsistent with the requirements of this Agreement.

Section 2. The Employer will employ only Asbestos Workers, except that the Employer may employ one Apprentice for each four (4) journeymen employed in any given shop, provided each Apprentice works in the company of a Mechanic.

Section 3. (a) The Employer will employ only Mechanics and Apprentices referred by the Union. Whenever an Employer requires an Asbestos Worker on any job, he will notify the Union's Business Manager, either in writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of workers required. Any Employer who violates this Section shall be subject to a \$1,750.00 fine, per man, plus costs and attorney's fees. This fine shall be in addition to any other remedy affected employee(s) might have. Violations of this Section shall be subject to the grievance and arbitration procedure set forth in Article XIII.

(b) The Employer shall give the Union and Employee notice at least twenty-four (24) hours in advance of a layoff except where such layoff is caused by conditions beyond his control. Employees shall give the Employer twenty-four (24) hours notice before quitting a shop.

Section 4. Upon the request of an Employer for Asbestos Workers, the Union shall, to the extent that they are available, immediately refer registrants to that Employer in sufficient number required by the Employer, in the manner under the conditions specified in this Agreement, from the appropriate out-of-work list on a first in, first out basis, that is, the first man registered shall be the first man referred, except that:

- (a) Requests by Employers for key men and/or job foremen shall be honored without regard to the requested applicant's position on the out-of-work list. A key man and/or foreman shall be a job foreman and shall be paid one hundred eight percent (108%) of the journeyman hourly rate.
- (b) Requests by Employers for particular Asbestos Workers previously employed by the Employer and who have been laid off or terminated by the Employer within sixty (60) days previous to the request shall be given preference of rehire and shall be dispatched to that Employer regardless of their position on the out-of-work list.
- (c) Whenever the unemployment of active journeymen and apprentices exceeds thirty percent (30%) of those seeking employment, the Employer shall have the ability to select applicants by name from the referral list.
- (d) In no case shall the Union be held liable for the competency of any individual referred to the Employer since the Employer has the sole right to determine competency of any applicant for employment.

Section 5. In addition, the Employers agree that the referral of Asbestos Workers shall be on the following basis:

- (a) Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions or any other aspect of or obligation of union membership, policies or requirements.
- (b) The Union and the Employer shall post, in places where they are customarily posted, notices to all Employees and applicants for employment all provisions relating to the functioning of the hiring provisions of this Agreement.

Section 6. The Employer has the right to reject any Asbestos Workers referred by the Union for cause shown. In exercising its right, the Employer must do so on a non-discriminatory basis. The rejected applicant or the Business Manager may request a written explanation for the rejection. This request must be in writing, and the Employer must give a prompt, complete and clear explanation. If the Employer fails to give such written explanation within forty-eight (48) hours from the receipt of the written request, the Employer shall be liable to pay the applicant straight time wages from the time of its receipt of the request to the time written explanation is provided to the applicant or the Business Manager. The written rejection shall be effective for the period of one (1) year from the date of the written request to the Employer.

Section 7. The Union and the Employer will post copies of Article V of this Agreement, entitled Hiring Practices and Procedures, and copies of the relevant employment notices in conspicuous and customary places, such as in the Union's registration facility, the Employer's office, and on the jobsite.

Section 8. (a) Apprentice membership in the Union shall be granted in such numbers as to have available a ratio of one (1) Apprentice to four (4) Mechanics employed in a given shop, unless a pre-job agreement is to the contrary. Such pre-job agreements may not violate any State Laws or Regulations. No Apprentice shall execute work unless in company with a Mechanic. Apprentices shall under no circumstances be recognized as Mechanics.

- (c) Apprentices shall serve a period of four (4) years at the trade (a minimum of sixteen hundred {1600} working hours in a twelve {12} month period shall constitute a year, unless a lesser number is approved by the Apprentice Training Committee) after which will be entitled to apply to take the Mechanic's examination. The Mechanic's examination shall be conducted by the Apprentice Training Committee. An Apprentice failing to pass this examination must wait six (6) months before being re-examined.

TERM: September 1, 2003 to August 31, 2004

MECHANIC-JOURNEYMAN \$31.05

FOREMAN:

<u>Number of Employees</u>	<u>% of Journeyman Rate</u>	<u>Wage</u>
8 to 10	\$1.00 per hour	<u>\$32.05</u>
11 to 18	110%	<u>\$34.15</u>
19 to 25	120%	<u>\$37.26</u>
26 or more	125%	<u>\$38.81</u>

APPRENTICES ENROLLED AS OF SEPTEMBER 1, 2003

First Year	50%	<u>\$15.52</u>
Second Year	60%	<u>\$18.63</u>
Third Year	70%	<u>\$21.73</u>
Fourth Year	80%	<u>\$24.84</u>

TERM: September 1, 2004 to August 31, 2005

MECHANIC-JOURNEYMAN \$33.55

FOREMAN:

<u>Number of Employees</u>	<u>% of Journeyman Rate</u>	<u>Wage</u>
8 to 10	\$1.00 per hour	<u>\$34.55</u>
11 to 18	110%	<u>\$36.90</u>
19 to 25	120%	<u>\$40.26</u>
26 or more	125%	<u>\$41.94</u>

APPRENTICES ENROLLED AS OF SEPTEMBER 1, 2004

First Year	50%	<u>\$16.77</u>
Second Year	60%	<u>\$20.13</u>
Third Year	70%	<u>\$23.84</u>
Fourth Year	80%	<u>\$26.84</u>

TERM: September 1, 2005 to August 31, 2006

MECHANIC-JOURNEYMAN \$35.80

FOREMAN:

<u>Number of Employees</u>	<u>% of Journeyman Rate</u>	<u>Wage</u>
8 to 10	\$1.00 per hour	<u>\$36.80</u>
11 to 18	110%	<u>\$39.38</u>
19 to 25	120%	<u>\$42.96</u>
26 or more	125%	<u>\$44.75</u>

APPRENTICES ENROLLED AS OF SEPTEMBER 1, 2005

First Year	50%	<u>\$17.90</u>
Second Year	60%	<u>\$21.48</u>
Third Year	70%	<u>\$25.06</u>
Fourth Year	80%	<u>\$28.64</u>

Section 2. (a) Shift Premium. Employees on the first shift (“dayshift”) shall be paid at the regular rate listed in Section 1 of this Article. Employees on the second or third shift shall be paid at the regular rate listed in Section 1 of this Article provided that no first or second shift is available at the jobsite and it is agreed upon in advance between the Parties. Otherwise, Employees who work the second or third shift shall be paid in accordance with (b) and (c) of Section 2.

- (b) Employees on the second shift shall be paid one hundred fifteen percent (115%) of the appropriate listed rate.
- (c) Employees on the third shift shall be paid one hundred twenty-five percent (125%) of the appropriate listed rate.

Section 3. Overtime. Overtime, as defined in Article VII, shall be paid as follows based on the regular hourly rates listed in Section 1 of this Article for all overtime worked on the days shown:

Monday through Saturday	One and One Half times (150%)*
Sundays and Holidays	Double time (200%)
Labor Day only	Triple time (300%)

- After (10) hours, Double time (200%)

Section 4. Additional Payments. In addition to the regular hourly payments, the Employer shall make payments for each hour worked by a mechanic, foreman, apprentice or pre-apprentice to the Asbestos Workers Local 33 Health Fund, Pension Fund, Apprenticeship Training and Education Fund, Annuity Fund, Working Assessment, The Foundation for Fair Contracting and Industry Advancement Fund for the terms of this Agreement as follows, except as noted below:

TERM: September 1, 2002 to August 31, 2006

(a)	Health Fund	\$4.71 per hour
(b)	Pension Fund	3.70 per hour
(c)	Apprenticeship Training and Education Fund	.15 per hour
(d)	Annuity Fund	3.00 per hour
(e)	Foundation for Fair Contracting	.05 per hour
(f)	Industry Advancement Fund	.05 per hour

The Association and signatories to this Agreement hereby agree upon each anniversary date to re-open the Agreement, if necessary, for the sole purpose of adjusting benefit contributions. The Association reserves the right to substantiate the figures through an independent audit.

No Annuity contributions will be paid for first or second year apprentices.

Third through fourth year apprentices will receive Annuity contributions. Annuity contributions will be the same percentage as their existing hourly wage rate. For example, a fourth year apprentice at the 80% wage rate will receive 80% of the Annuity contribution.

Pension contributions shall be paid at the rate of \$1.85 per hour (all hours worked in covered employment) for first year apprentices. All other apprentices shall receive the full hourly rate of \$3.70 per hour for each hour worked in covered employment.

Section 5. Vacation Plan

- (a) A Vacation Plan is hereby established and shall be administered as follows:
- (1) Each Employee who desires to participate in the Vacation Plan shall sign a wage deduction authorization card to permit the deduction of the vacation allowance of not less than sixty cents (\$.60) for each hour (or a pro rata share for less than one hour) worked by the Employee in a bank designated by the Union. Such card must be signed at the beginning of his/her employment.
 - (2) The Employer, upon receipt of such authorization card, shall deduct the vacation amount authorized by the Employee and remit such deduction to the designated bank not later than the 10th day of the month following the deductions.
 - (3) The Employee shall also provide the Employer with his account number at the designated bank or, if he does not have such account, he shall execute the required documents to open and maintain such account in the designated bank.

- (4) The Employee may withdraw money from his account at any time, but must at all times maintain the minimum amount required by the bank. Such withdrawals shall be subject to such amount as the bank may require for such account. If the Employee shall close the account or fail to maintain the required minimum balance in violation of this Plan, he/she shall not thereafter be eligible to participate in the Vacation Plan, and the wage deduction authorization shall be considered cancelled.
- (b) Vacation Fund accounts shall in no event be used as a strike fund.
- (c) All money deducted shall be held in trust for the Employees and payment made to the designated bank at the same time that contributions to the fringe benefit Funds are payable under Article XI of this Agreement, by the 10th day of the month following such deductions.

Section 6. Out-of-Area Employment

The following provisions shall apply to Employees working outside the area with respect to fare and travel time:

- (a) When working on jobs outside the State of Connecticut, Employees shall receive fares to and from jobs, and the time worked shall include traveling time. All fares and traveling time are to be computed according to schedules of public conveyances. All traveling time shall be paid for at the regular hourly rate, except in cases where sleeping accommodations are provided, traveling time need not be paid. When boarding on jobs in those areas, Employees shall be reimbursed for reasonable lodging, transportation and related expenses.
- (b) All expenses payable under this Section shall be paid in the week following submission by Employees of required expense reports.

Section 7. Working Assessment

- (a) Each Employer will deduct from each Employee's gross wages an amount designated by the Union for a working assessment. These amounts shall be deducted weekly and held in trust until forwarded to the Union's Financial Secretary not later than the 10th day following the month for which deductions were made.
- (b) The Employer will submit to the Union a monthly report of all deductions. The reports and payments are due ten days after the close of the final week in each monthly pay period. Money deducted by the Employer shall be held in trust for the Union at all times.

Section 8. An Employee reporting for work at the shop or on the job shall be given two (2) hours work or pay, except where the Employee has been notified before termination of the work day preceding, not to report for work, or where work is not available through no fault of the Employer.

Section 9. The Employer and the Union agree that in the event any Employer shall violate any of the terms of this Article or Article VII, he shall pay the Employees for any wages lost as a result or the contributions due, if any, and the Union may take whatever action it shall deem necessary or appropriate against such Employer, including termination of this Agreement. If the dispute is concerned with the amount of wages, the above will not apply and the question shall be referred to the Joint Trade Board.

ARTICLE VII HOURS OF WORK

Section 1. (a) Each workshift shall consist of eight (8) hours per day and each workweek shall consist of five (5) days, Monday through Friday, inclusive.

- (b) The regular (“dayshift”) working hours are 7:00AM to 12:00 noon and from 12:30PM to 3:30PM with a one-half (1/2) hour lunch period from 12:00 noon to 12:30PM, one fifteen (15) minute coffee break during the first half of each shift, and one fifteen minute coffee break after (9) hours of work from the start of the workshift, and a fifteen (15) minute clean-up period at the end of the workshift. Employees shall be on the job ready for work at the shift starting time.

Section 2. All terms and conditions relating to shift work are controlled by the National Maintenance Agreement, which is incorporated by reference into this Agreement.

Section 3. Employees must begin and end their shifts promptly. If an Employee is unable, for any reason, to begin and end work at the designated times, he must inform the Employer in advance or as soon as possible thereafter. If an Employee fails to notify the Employer, the Employer may:

- (a) withhold the Employee’s pay for the day the absence or the tardiness occurred until such time as the Employee has proven to the Employer the actual hours worked, and/or
- (b) consider such failure as a cause for dismissal.

Section 4. (a) All work performed outside of the assigned shift, including work performed during the lunch period, and performed on Saturday, Sunday and observed holidays is considered overtime. The observed holidays are (a) New Year’s Day, (b) Memorial Day, (c) Independence Day, (d) Thanksgiving Day, and (e) Christmas. If a

holiday falls on a Saturday, it will be observed on a Friday or if the holiday falls on Sunday, the following Monday shall be observed as the holiday. Work shall not be performed on Labor Day except in special cases or emergency, and then only when triple (3) time is paid.

(b) If an Employee is required to work more than two (2) hours of unscheduled overtime work, he will be allowed 20 minutes paid meal time.

Section 5. The maximum number of Employees on vacation from any one shop may not exceed 20% of the total employed at any time.

Section 6. Asbestos Removal. Asbestos Removal shall be performed under the following rules:

(a) The work crew shall consist of a ratio of (1) mechanic to (4) 1st or 2nd year apprentices when available, not to exceed 70% or 3rd year apprentice.

(b) The work day shall consist of eight (8) hours and the work week shall consist of forty (40) hours (7:00AM – 3:30PM Monday through Friday). All overtime shall be worked at time and one-half (1 ½) from Monday through Saturday. Sundays and holidays shall be paid at the double time (2) rate, providing that work on Labor Day shall be paid at triple time.

(c) OSHA approved respirators and other health and safety equipment mandated by OSHA and EPA shall be provided by the Employer as required as reasonably requested by the Employee at no cost to the Employees.

ARTICLE VIII PAY PROCEDURES

Section 1. (a) Subject to paragraph 2 of this Section, the Employer will pay each Employee before 3:30PM on Thursday. Employees not receiving their pay by this time who notify the Employer before the end of their shift on Thursday must be paid by Friday noon or the Employer must pay an additional \$50.00 to each employee involved.

(b) During a work week where a federal holiday could prevent paychecks from reaching Employees by 3:30PM on Thursday, paychecks will be hand-delivered to the jobsite to ensure receipt by 3:30PM on Thursday.

Section 2. Each employee and/or foreman must call in hours worked no later than Friday of the week in which the work is performed, or the Employer may withhold that week's pay until such hours are received. Saturday and Sunday overtime hours must be called in on the Monday following the Saturday and Sunday the work was performed.

Section 3. Employees shall be notified of their layoffs during working hours and on their jobsite or shop. The Business Manager shall be notified as well by the next business day.

Employees being laid off shall be given the unemployment notice required by the State of Connecticut at the time of layoff and shall be paid all monies due them by mail the next business day.

ARTICLE IX SAFETY AND HEALTH CONDITIONS

Section 1. Each Employer shall carry Workers' Compensation insurance and shall voluntarily assume liability under the Connecticut Unemployment Compensation Act. No Employee represented by the Union shall be required or permitted to work unless the Employer has furnished the Union's Business Manager, upon request, with his policy number, the carrier and expiration date of the policy and renewals thereof. The lapsing or termination for any reason of such insurance or the withdrawal of assumption of liability under either the worker compensation or unemployment compensation laws shall be ground for the Business manager to immediately terminate this Agreement and call Employees off the job. Such action shall not be deemed a violation of this Agreement.

Section 2. The Employer shall assure safe and healthful working conditions and shall comply with all health, safety, sanitary and labor laws of the State and Town in which the work is to be performed, as well as any applicable federal laws and regulations. In no event shall the Union be responsible for the safety or health conditions at any jobsite or shop since these are exclusively the Employer's responsibility.

Section 3. If an Employee is required to work outdoors in rain, snow, or other inclement weather, the Employer will supply appropriate rain gear, including a slicker with a hood.

Section 4. All scaffoldings shall be safe for use. All safety measures shall include those required by OSHA and EPA and regulations adopted thereunder, including rigging and Safety Regulations for workmen in building and construction operations.

Section 5. The Employer shall supply adequate drinking water in a covered vessel and individual drinking cups.

Section 6. No Employer may discharge or in any manner discriminate against any Employee because such Employee has filed a complaint, instituted or caused to be instituted any proceeding, or exercised any right under any applicable safety, health, sanitary or labor law.

Section 7. Employees shall perform work as assigned at the work area. Any questions as to whether or not the work area or the work to be performed is unreasonably hazardous must be made a joint determination by the Union Business Manager and the Employer. In the event they cannot agree as to the hazardous nature of the work area or of the particular work itself, then the same shall be submitted immediately to the Joint Trade Board for resolution. During the time any dispute exists as to whether the work area or the work itself is hazardous, there shall be no strike, slowdown or work stoppage. The

parties agree that the final determination as to whether or not the work area or work itself is hazardous shall be subject to the grievance procedure.

Section 8. No cell phones will be allowed on jobsites unless you are a foreman or a job steward.

ARTICLE X JOINT TRADE BOARD

Section 1. The Association and the Union shall establish a Joint Trade Board consisting of four (4) members appointed by the Association and four (4) members appointed by the Union. A chairperson will be elected by the Board from Board members.

Section 2. The purpose of the Joint Trade Board is to investigate and resolve any disputes between the Union, Employers and/or the Association arising out of the operation of this Agreement that have not been able to have been informally resolved between the Business Manager and any Employer(s).

Section 3. (a) The Trade Board will hold regular meetings in January, April, July and October of each year.

(b) Special meetings to deal with matters of an urgent nature that cannot wait for the next regularly scheduled meeting shall be called by the chairperson on the written request of the Union, an Employer or the Association. The party requesting the special meeting must state in writing the purpose and justification for the special meeting in its request, and the meeting agenda for the special meeting will be limited to the matter brought for resolution. A copy of the request shall be given to the other party at the same time it is submitted to the chairperson.

(c) Three (3) members from each party shall constitute a quorum.

(d) The Trade Board is empowered to summon, question and examine any party, its representatives, or its agents, or to examine documents or physical evidence within the possession of the Union, the Employer or the Association. In the event either party to the matter before the Trade Board shall fail to appear, the Trade Board shall proceed to hear the matter as presented by the party present and rule on the basis of such material.

(e) Decisions of the Trade Board require a majority vote. Neither party's representatives at a meeting may cast more ballots than the others.

(f) Any member of the Trade Board may request a secret ballot on any vote.

Section 4. The Trade Board shall have the power to make such orders as are necessary to resolve disputes submitted to it. It is empowered to compensate or make whole a complaining Employee for work days lost. Similarly, the Trade Board shall have the

power to order the Union or an Employer to make whole or compensate the Union or an Employer, as the case may be, for failure to comply with the terms of this contract.

Section 5. In the event the Trade Board shall deadlock with respect to any dispute presented to it, any party to such dispute shall have the right to submit such dispute to arbitration pursuant to Article XIII.

ARTICLE XI
HEALTH FUND, PENSION FUND, ANNUITY FUND, APPRENTICESHIP
TRAINING AND EDUCATIONAL FUND, VACATION PLAN, FOUNDATION
FOR FAIR CONTRACTING, WORKING ASSESSMENT AND INDUSTRY
ADVANCEMENT FUND

Section 1. Each Employer bound by this Agreement shall contribute to the Asbestos Workers Local 33 Health Fund, the Asbestos Workers Local 33 Pension Fund, the Asbestos Workers Local 33 Annuity Fund, Working Assessment, the Foundation for Fair Contracting, the Apprenticeship Training and Educational Fund and Industry Advancement Fund monies as shown in the table in Article VI for each hour worked by Mechanics and Apprentices in accordance with the respective Agreement and Declaration of Trust creating such Fund and any amendments, modifications or restatements thereof. The Employer will adhere to the rules and regulations of the Trustees of the respective Fund and will promptly remit contributions when due for all employees covered by this Agreement. If the Employer shall fail to do so, he shall be liable for all costs of collection, including reasonable attorney's fees and such interest and penalties as the Trustees of such Fund shall determine or as required by law. The Association and the Union shall have the right to remove the Trustees designated by it to each Fund and to designate their successor in case of death, resignation or incapacity to act or by reason of operation of law. Non-payment of contributions shall not be subject to Trade Board review.

Section 2. Subject to the express terms of this Agreement, the Trustees of the Health Fund shall have the sole and exclusive authority to determine the rules for eligibility to participate in the Health Fund and the benefits and coverage to be provided to Health Fund participants. Without limiting the generality of the foregoing, the Trustees may, but shall not be required to, provide benefits and coverage to retired former participants in the Fund. The Trustees at any time may alter the terms for eligibility for retiree participation in the Fund and the benefits and coverage to be provided to retired participants. Notwithstanding anything contained in this Agreement or in the documents for the Health Fund, the signatory parties to this Agreement expressly agree that retirees shall have no vested rights to participate in the Health Fund or to receive any benefits or coverage from the Fund at any time following their retirement. The Trustees of the Fund shall adopt and implement such rules and regulations as are necessary to implement the limitations of participation and benefits expressed herein.

Section 3. Each Employer agrees to act as an Employer under the Agreement and Declaration of Trust for each Fund and to participate in the Association's election of

Trustees representing Employers and to do whatever additional acts may be required from time to time by the Trustees or by the law.

Section 4. The Union expressly reserves the right to engage in a work stoppage or other economic action in the event the Employers shall fail to make any payment due under this Article when due, and such work stoppage shall not constitute a violation of this Agreement.

Section 5. Each Employer shall promptly furnish the Union Business Manager a copy of his remittance report to each Fund each month.

Section 6. The provisions of Sections 1 to 6, inclusive, shall apply with respect to the Employer's obligation to make contributions to the Vacation Plan to the extent such provisions can be applied to that Plan.

ARTICLE XII DRUG TESTING

Section 1. Testing of Applicants. The Employer may test applicants for drug use and alcohol abuse in accordance with the requirements of Connecticut State Law. For purposes of this Article, applicants shall mean any individual tentatively selected for first-time employment who has not formerly been employed by the Employer and who is not being recalled from layoff or transferred from one jobsite to another.

Section 2. Testing of Employees. The Employer may test employees for drug use and alcohol abuse in accordance with the requirements of Connecticut State Law where the Employer has reasonable suspicion that an employee is under the influence of drugs or alcohol which adversely affects, or could adversely affect, such employee's job performance. The Employer shall summon the union steward to observe the Employee's behavior.

Indications of an Employee being under the influence of drugs or alcohol include the following:

- (a) Observable phenomena such as the direct observation of drug use or possession and / or physical symptoms of being under the influence of a drug or alcohol;
- (b) A pattern of abnormal conduct or erratic behavior including, but not limited to, frequent absenteeism or deteriorating work performance which is not readily attributable to other causes;
- (c) Newly discovered evidence that an Employee has tampered with a previous drug test;

(d) Repeated or flagrant violation of the Employer's safety code or regulations which is determined by a supervisor to pose a substantial risk of injury or property damage.

A suspicion based solely on rumor, speculation, or unsubstantiated information of third parties shall not be considered reasonable.

Section 3. Random Drug Testing.

(a) Rule – After consulting with the Union, the Employer may, in accordance with the requirements of Connecticut State Law, establish groups of employees to be tested on a random basis who are employed in jobs designated by the Commissioner of the Connecticut Department of Labor as high risk-safety sensitive jobs.

(b) Procedure – The Employer may conduct random testing at stated or random times during the year. An Employee selected for random testing and his/her first line supervisor shall be notified the same day the test is scheduled, preferably within two hours of the scheduled testing. The supervisor shall explain to the Employee that the Employee is not suspected of illegal drug use and that his/her name was selected at random.

Section 4. Opportunity to Justify Positive Test Results. When a positive test result has been returned by a certified laboratory, the Employee shall be offered the opportunity to present an explanation of medical documentation that may support a legal use of a substance which was reported by the laboratory as the use of an illegal substance. Evidence to justify a positive result may include, but is not limited to, a valid prescription or verification of a valid prescription. If the Employer finds that the Employee's explanation and evidence justify the positive test result, the Employee's complete remedy shall be reinstatement to his previous job with a maximum of 15 working days back pay and fringe benefit contributions together with expunging from the Employee's record all reference to the positive test.

Section 5. Consequences of a Verified Positive Test Result. Any applicant who is not hired and any employee who is discharged as a result of a positive drug or alcohol test result shall be eligible for re-employment after ninety (90) days.

Section 6. Confidentiality of Test Results. Any results of urinalysis drug tests conducted by or on behalf of the Employer shall be maintained along with other employee medical records and shall be subject to the privacy protections provided in Connecticut General Law Sections 31-128(a) to 31-128(h) inclusive. Any employee who is the subject of a drug test shall, upon written request, have access to any records relating to the drug test.

ARTICLE XIII GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Any grievances and/or disputes as to the interpretation and application of this Agreement between the Union and the Association or any Employer covered by the Agreement, shall be adjusted as follows:

Step One The Business Manager of the Union and the Employer will review the grievance and attempt settlement within five (5) working days after which the grievance arose or the parties were aware of the alleged violation.

Step Two In the event the matter is not resolved in Step One, the Business Manager shall reduce the grievance to a writing, setting forth the date of the alleged grievance and person or persons involved, the nature of the grievance and submit the grievance to the Joint Trade Board.

Step Three The Joint Trade Board shall hold a meeting within thirty (30) days of receipt of the grievance and follow the provisions set forth in Article X of this Agreement.

Step Four If the Joint Trade Board fails to resolve the grievance, the grievance, at the option of the grieving party, may be submitted to Arbitration. If the parties are unable to agree upon an impartial arbitrator within a period of ten (10) days, then the dispute may be submitted to the American Arbitration Association for selection of an impartial arbitrator. The parties agree to follow the rules and regulations of the American Arbitration Association.

Section 2. The decision of the Arbitrator shall be final and binding on both parties. The duties of the Arbitrator shall be limited to the interpretation and application of the Agreement, and the Arbitrator shall have no power to change or amend this collective bargaining agreement.

Section 3. The Arbitrator's fees and expenses shall be shared equally by both parties. The expenses of each party shall be borne by the party incurring them.

Section 4. At any time the parties can, by mutual agreement, waive any time limits set forth in this Article.