



Agreement

between

International Association of Heat and Frost
Insulators and Allied Workers Local No. 84,
of Akron/Youngstown, Ohio

and the

Master Insulators' Association of Akron,
Ohio and Vicinity,

and the

Builders Association of Eastern Ohio and
Western Pennsylvania

Effective Dates

June 1, 2024 through May 31, 2027

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AGREEMENT

- A. THIS AGREEMENT, made and entered into this first day of June 2024, by and between the Master Insulators' Association of Akron, Ohio and Vicinity, and the Builders Association of Eastern Ohio and Western Pennsylvania, on behalf of its members (hereinafter called the "Employers") and International Association of Heat and Frost Insulators and Asbestos Workers Local No. 84, of Akron/ Youngstown, Ohio (hereinafter called the "Union") and all other Employers working under this agreement and agreeing in writing to be bound by the Articles agreed to by the Master Insulators' Association of Akron, Ohio, the Builders Association of Eastern Ohio and Western Pennsylvania, and Local No. 84 of Akron/ Youngstown (hereinafter called the "Employers"). Whenever in this agreement "man or him or their" related pronouns may appear, either as words or parts of words, they have been used for representative purposes and are meant to include both the female and male sexes.
- B. A bona fide insulation shop is one maintaining a regular place of business with trade name on the door, proper listing in a telephone directory and at least one person on the premises to give service to the trade during regular business hours and where our membership is employed, discharged, and receive their wages.

Management Rights

- C. The Employer voluntarily recognizes the Union as the sole and exclusive bargaining representative, pursuant to Section 9(a) of the National Labor Relations Act, as amended, of all employees of the Employer who perform work that is

covered under this Agreement and who are members of the Union on the effective date of this Agreement. The Employer acknowledges that the Union:

1. Has requested recognition as a majority or a Section 9(a) representative of bargaining unit employees under this Agreement;
2. The Employer has recognized the Union as a majority or a Section 9(a) bargaining representative: and The Employer's recognition was based upon the Union's having shown, or having offered to show, evidence of its majority support.

D.Except to the extent expressly abridged by the specific provisions of this contract, the Employer reserves and retains, solely and exclusive, all of its inherent rights to manage the business including but not limited to directing the work force, discharging employees for just cause, and implementing changes in the use of materials and methods of operation.

ARTICLE I

Territory of Jurisdiction

A.It is hereby agreed that the provisions of this Agreement shall be binding upon the Employers individually and as members of the Association and upon the membership of the Union individually and as members of the Union within the Counties of Ashland, Ashtabula, with the exception of the following townships: Ashtabula, Austinburg, Geneva, Harpersfield, Jefferson, Plymouth, and Saybrook; Carroll, Columbiana, Coshocton, Harrison, Holmes, Mahoning, Medina, Portage,

Richland, Stark, Summit, Trumbull, Tuscarawas, and Wayne. The Ohio Department of Transportation's map shall be considered the official map of the Trade. The normal labor market shall include the sixteen (16) counties listed.

- B. The Employers agree that when sending a journeyman out of Local Union 84 territory, that journeyman shall be paid the wages and follow the rules and conditions established in that jurisdiction. Employers may send a Mechanic (job foreman) on any one operation within the jurisdiction of another local union, 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 agreement of the local union under whose jurisdiction they work, which said union member must notify union not 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 highest board or travel allowance applicable to the particular job site and shall receive the fringe benefits of their home local, such as Welfare, Pension and Vacation Funds, Etc., 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. If the Local they are working in has a higher wage package (hourly rate and fringes), the mechanic shall receive the difference of Local No.84's total package and the area he is working in as wages.

ARTICLE II

Regular Workday

A. The “regular” workday shall be Eight (8) Hours between 6:00 AM and 4:30PM. Workweek shall begin on Monday of each week.

B. The regular workday shall include:

1. One (1) fifteen (15) minute work break morning and afternoon (Company Time).
2. Each Employee shall have a thirty (30) minute lunch break (Employee Time) which shall begin no earlier than 11:30 A.M. and be completed no later than 12:30 P.M. Man in charge of job to establish lunch break and notify Employer at request of Employer.
3. Employees shall be considered “at work” for a shop from the time they accept employment and that they shall proceed to and execute said work in a faithful workmanlike manner and not quit same job until after twenty-four (24) hours’ notice has been given to Employer. Mechanics in charge of out-of-town operations where expense is paid shall give at least three (3) days’ advance notice before leaving shop of Employer.
4. The Employer and Union recognize the desirability of improving the insulation industry, and the necessity of a full days’ work for a full days’ pay. To assure compliance, any Employee under Local No.84 jurisdiction who does not work the full scheduled daily reported hours under this contract or who fails to give full days’ work for a

full days' pay, shall be subject to discipline under Section VII, Item 8 (A) and 8 (B).

5. Show-up time will be paid under the following conditions:
 - a. Two (2) hours show-up time on outside work if work is not possible due to inclement weather when Employee has reported to job site.
 - b. Two (2) hours show-up time if Employee is instructed to report for work and work is not available through no fault of Employee.
 - c. If Employee is required to stay after two (2) hours show-up time and has started work, Employee shall receive pay for the hours worked. No Employee is required to work in the rain.
 - d. Employee in order to qualify for show-up time must remain at work the entire (2) hours as conditions permit. If Employee refuses instructions to report to another job, he/she shall not receive the full two (2) hours prior to the time they were instructed to report to another job.
 - e. A two-dollar (\$2.00) per hour shift differential shall be paid for those hours other than the normal (6:00A.M. to 4:30P.M.) Monday thru Friday if the following conditions are met prior to the bidding of work:
 1. Employer must have the approval of Local #84 to perform work.
 2. Work must be in an occupied area.
 3. Work must be an owner requirement.

- f. When three shifts are required, the first shift shall work eight (8) hours at the regular straight time rate. The second shift shall work seven and one-half (7-1/2) hours and receive eight (8) hours straight time hourly rate plus one dollar and fifty cents (\$1.50) per hour. The third shift shall work seven (7) hours and receive eight (8) hours straight-time hourly rate plus two dollars (\$2.00) per hour. A thirty (30) minute lunch period shall be mutually agreed upon by the Job Superintendent and the Union Representative and shall not be considered as work time.
- g. When only two (2) shifts are involved, the second shift shall receive two dollars (\$2.00) per hour over the regular rate. A thirty (30) minute lunch period shall be mutually agreed upon by the Job Superintendent and the Union Representative and shall not be considered as work time.
- h. By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of this article, the regular workday of eight (8) hours for the job or portion thereof to which any such change of the starting time applies shall begin with such agreed starting time. Work in excess of eight (8) hours per shift will be paid at overtime rate, including the shift premium rate.

4-10's

- A. The contractor may work 4–10-hour days on projects where the majority of the workers are in favor of working these hours or, without worker consent where the project owner/end user requires different job site hours. Local #84 Business Manager will be notified prior to commencing 4-10's work. If an Employee does not want to work the 4-10's other employment shall be offered to him if available.
- B. No Employee shall be subject to discipline or terminated for their failure to work these hours. However, if no other work is available, they may be laid off and other workers may be hired to take their place.
- C. Work shall commence on Monday and hours shall run concurrently from the normal daily starting time until Thursday. Friday may be a make-up day if the employee and contractor agree. No overtime will be paid for those two (2) hours per day that are in excess of the normal eight (8) hour workday.
- D. The contractor may put employees who are willing to work 4-10s on such a schedule in any regular work week, as the contractor determines necessary. In the event the employee has worked 16 or more hours for the same contractor in the work week on an 8 hour per day schedule, and the employee begins working 4-10s during the same work week, the employee shall receive 2 hours' overtime for every hour after 8 that he works on each day in the remainder of the work week.

ARTICLE III

Holidays and Overtime

- A. All hours performed after the normally scheduled eight (8) hours per day Monday through Friday shall be paid at time-and-a-half (1-1/2) rate. All hours worked on Saturday will be paid at time- and-a-half (1-1/2) rate. All hours worked on Sunday will be paid at double- time (2) rate. The observed holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. All hours worked on the observed holidays excluding Labor Day, shall be paid at double-time (2) rate. All hours worked on Labor Day shall be paid at triple-time (3) rate. When an observed holiday falls on Sunday, the following Monday shall be observed as the holiday, and when an observed holiday falls on Saturday, the Friday before shall be observed as the holiday.
- B. When an Employee is requested to work in excess of nine and one-half (9-1/2) hours, there shall be an additional fifteen (15) minute work break after the eighth (8th) hour (Company Time), and there shall be a fifteen (15) minute work break after the twelfth (12th) hour and each four (4) hours thereafter. There will be no banking of time.
- C. On overtime work, no employee will be required to work more than ten (10) hours with a single, normal lunch period. Any Employee working more than ten (10) hours from starting time will have a paid thirty (30) minute lunch period at the end of the ten (10) hours and every four (4) hours thereafter.

ARTICLE IV

Grievances and Disputes

- A. Except as provided elsewhere in this Agreement that any controversy or dispute as to the meaning, application, or interpretation of the terms of this Agreement or as to other matters arising thereunder shall be resolved in accordance with the provisions of this Article.
- B. In case any dispute arises, verbal and written notice must be given to the alleged violating party. For grievances or disputes to be valid, they shall submit it in writing within sixty (60) calendar days following the event giving rise to the grievance, or, if the occurrence was not ascertainable within sixty (60) calendar days of the first knowledge of the event. In the event the dispute is not resolved, the grievance shall be referred to a Joint Arbitration Board as hereinafter established. The Board shall meet within fourteen days from the receipt of the request to consider the grievance. Its decision thereon shall be final and binding upon all parties. The Joint Arbitration Board shall consist of three (3) representatives designated by the Union and three (3) representatives designated by the Association. At any proceeding before the Board, the Union and the Association shall each have three (3) votes regardless of the number of representatives in attendance. The Union and the Association shall each cast three (3) votes in support of, or in opposition to, the grievance. The Union and the Association shall each cast their vote unanimously. The decision award shall be issued within seven (7) days of the date of hearing. The decision of the Board shall be final and binding upon the Employer and the Union. In the event the Board is deadlocked, the grievance may be submitted

to final and binding arbitration in accordance with the following provisions of this Article. If either party refuses to arbitrate the grievance, that party shall be responsible for all attorney fees of the other party in bringing the grievance to arbitration. This includes any civil or federal actions that may be necessary to enforce the arbitration provisions of this Agreement.

- C. In the event that the dispute is referred to arbitration, it shall be submitted to an arbitrator chosen and agreed to by the parties or their representatives, and in the further event that the parties are unable to agree upon an arbitrator, either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) names. Within ten (10) days after receipt of the list from the Federal Mediation Service, the parties shall then choose the arbitrator by alternately striking a name from the list until one remains as the arbitrator chosen by the parties and powered to arbitrate the dispute. If either party refuses or fails to join in such selection, the other party may name the arbitrator. The arbitrator shall not have the authority to vary, amend, alter, or modify this Agreement and shall decide only the issue regarding the interpretation of application of this Agreement.
- D. The decision of the arbitrator shall be final and binding upon both parties and shall be submitted within thirty (30) days after all evidence has been submitted. The fee of the arbitrator shall be equally shared by the parties. Any party who tries to have the arbitrator's award either vacated or modified by a Civil or Federal Court shall assume both parties' attorney's fees for this action.

- E. There shall be no suspension of work, strike, or lockout, during the terms of this agreement provided that both parties comply with the provisions of this Article and abide by the decisions of the arbitrator appointed pursuant to this Article.
- F. It will not be deemed a breach of contract or considered walkout if any member or referred Employee exercises their right of freedom of choice and honors a picket set up by any Union having a dispute on the same jobsite where they are working. Also, it will not be deemed a breach of contract or considered a lockout if any Contractor or Firm exercises their right or their right to terminate the contract of said jobsite.

ARTICLE V

Work Assignment Subcontracting Clause

- A. The Employer agrees that any portion of the work covered by this Agreement to be done at the job site shall be done either by its own employees in accordance with the terms of this Agreement or by subcontractors. No Employer shall subcontract or assign any of the work described herein which is to be performed at a job site to any employer, contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained in this Agreement, without limitations, those relating to Union security, rates of pay in working conditions, hiring and all other matters covered in this Agreement.
- B. The Union agrees not to contract or subcontract, nor allow its membership to do so. The Union agrees not to estimate on work. It is also agreed that no member of a firm or officers of

a corporation, or their representatives or agents, shall execute any part of the work application or removal of materials.

C. When an employer hires a new employee, the employer shall notify the Business Manager of Insulators Local 84.

ARTICLE VI

Exclusive Bargaining Agent

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

ARTICLE VII

Wages

ITEM 1.

June 1, 2024 – May 31, 2025 + \$2.50

Category 1 = \$63.01 Category 2 = \$66.16

June 1, 2025 – May 31, 2026 + \$2.60

Category 1 = \$65.61 Category 2 = \$68.69

June 1, 2026 – May 31, 2027 + \$3.00

Category 1 = \$68.61 Category 2 = \$72.04

Effective June 1, 2024, the Employers agree to pay the Heat & Frost Insulators and Allied Workers at the following rate per hour:

	Cat 1 Wages	Hourly Dues	Cat 2 Wages	Hourly Dues
Mechanic	\$37.52	\$3.10	\$40.67	\$3.36
4th Year Apprentice	\$31.89	\$2.63	\$34.57	\$2.85
3rd Year Apprentice	\$28.14	\$2.32	\$30.50	\$2.52
2nd Year Apprentice	\$24.39	\$2.01	\$26.44	\$2.18
1st Year Apprentice	\$22.51	\$1.86	\$24.40	\$2.01

* The Net Wages - Category One (1) for journeymen mechanics on all work not covered by the National Maintenance Agreement, General Presidents Agreement or any other agreement negotiated by the International shall established at ninety five (95%) percent of the Net Wages -Category Two (2) set forth above. All others will be at the rate set forth above.

The above stated monies shall be paid in part or all in wages. If in part, the remainder shall go into benefits (Pension, Welfare, Annuity) by vote of the Union body.

Double time shall be computed by two (2) times the listed hourly wage plus one (1) hour of Pension, Welfare and Annuity, on check.

Time and one-half (1-1/2) shall be computed by one and one half (1-1/2) times the listed hourly wage plus one-half (1/2) of the Pension, Welfare and Annuity on check.

FOREMAN

ITEM 2. When there is more than one (1) man on the job, one man shall be classified as a Foreman and there shall be a Foreman for every ten (10) men on the jobsite. No Foreman shall supervise more than ten (10) employees. When there is more than one (1) Foreman on the jobsite, one (1) shall be classified as a General Foreman. When there are over fifteen (15) men on the jobsite, the General Foreman shall be non-working. Non-working means that the General Foreman does not apply materials. The General Foreman shall receive three dollars (\$3.00) per hour above his basic hourly rate and shall receive an additional one dollar (\$1.00) per hour for every ten (10) men under his supervision. Regular Foreman shall be paid a minimum of one dollar (\$1.00) per hour over mechanic's rate.

ITEM 3. Competent Person on abatement shall receive one dollar fifty cents (\$1.50) per hour more than the mechanic's rate. (100%)

PAYMENT OF FRINGE BENEFITS

ITEM 4. The Employers agree to deduct the amount designated by the Union as fringe benefits, and remit to a suitable institution

agreed upon by the Union and Master Insulators Association and Builders Association. All fringe benefits for a given month are due by the fifteenth (15th) day of the following month.

ITEM 5. The Employers agree that for any overtime hours worked, the Employee will receive an equal amount of money that goes into our fringe benefits; namely, Pension, Welfare and Annuity, as wages.

- a. In addition to hourly rate, the Employer agrees to pay \$ 8.40 per hour (\$7.60 H&W plan + \$.80 HRA) for each man- hour worked, to be used for the purpose of a Health & Welfare Fund.
- b. In addition to hourly rate, the employer agrees to pay the amount of \$.36 per hour for each man-hour worked to be used for the purpose of financing the Apprenticeship Program of Local Union #84, Akron/Youngstown.
- c. In addition to the hourly rate, the Employer agrees to pay the amount of \$.14 per hour for each man-hour worked to be used for the purpose of financing a Contractors' Administration Fund.
- d. In addition to the hourly rate, the Employer agrees to pay the amount of \$ 9.75 per hour for each man-hour worked, to be used for the purpose of a Pension Fund.
- e. In addition to the hourly rate, the Employer agrees to pay the amount \$ 6.74 per hour for each man-hour worked, to be used for an annuity plan.
- f. The Contractor agrees to pay five cents (\$.05) per hour worked to the Trustees of the National Insulation Apprenticeship Training Fund or to such depository as such

trustees may designate in writing. A report of hours worked and payment with respect to each calendar month shall be made or deposited in the mail on or before the fifteenth (15th) day of the succeeding calendar month. If at any time proof is presented that the monies above described are used in any way to further the development of any non-union element, the Union or Association shall have the authority to instruct all participating Employers to stop payment to this fund immediately.

- g. In addition to the hourly rate, the Employer agrees to pay the amount of \$.05 per hour for each man- hour worked, to be used for the purpose of financing the LMCT (Labor Management Cooperative Trust).
- h. The Employer agrees to deduct 8.25% of their straight time hourly rate (pro-rated for apprentices and categories) from all Employees for Union dues check-off system for Local Union 84, Akron/ Youngstown members and travelers, and service fee for temporary Employees.
- i. In addition to the amount listed in paragraph h, a \$.35 per hour dues assessment will be deducted for the purpose of a Union Building and Promotional Fund.
- j. The Union reserves the right to disburse wage increases and change contribution amounts to individual funds as needed, but not to exceed four (4) times per calendar year, during the term of this agreement, provided that fifteen (15) days prior notice is given to the Employers'. The first wage increases of this agreement, if any, will be placed "on the check" until allocated by a vote of the journeyman members of Local Union #84.

- k. The Employer acknowledges, accepts, and agrees to be bound by the Insulators Local 84 Health Care Plan, the Insulators Local 84 Pension Fund, the Insulators Local 84 Annuity Plan, the National Insulation Apprenticeship Training Fund, and the National Asbestos Workers Pension Fund, (hereinafter collectively referred to as “Plans”), and all documents of the Plans. The Employer acknowledges and agrees that copies of the Trust Agreements and plans and documents of the Plans have been made available to it for its review and inspection prior to the execution of this Agreement and/or upon request shall be available to it during the term of the Agreement.
- l. The Employer shall also be bound by the terms, provisions and conditions of all rules, regulations, resolutions and promulgated by the Trustees of the Plans in accordance with the aforesaid Trust Agreements, whether currently existing or promulgated during the term of this Agreement; however, no such rules, regulations, resolutions, and amendments may create any liability for an Employer not set forth in this Agreement.
- m. The Employer hereby accepts the designation of the Employer Trustees of the Plans and any successor Trustees appointed in accordance with the provisions of the Trust Agreements.

CONTRACTORS ADMINISTRATION FUND

ITEM 6. The fund shall be used for the betterment of the Industry as determined and administered by the Master Insulators Association of Akron, Ohio and the Builders Association of Eastern Ohio & Western Pennsylvania and shall not be used in any

way detrimental to the best interest of Local Union #84, Akron/Youngstown and the International Association. It shall not be used in support of anti-labor legislation, shall not be used in direct support of contractors in event of strike, and shall not result in direct financial benefit to any individual, firm, or corporation.

ITEM 7. If any monies are thought to be used in detriment to Local Union #84, Akron/Youngstown, an audit may be requested. If determined so by the Executive Board of Local Union #84, Akron/Youngstown, all monies will be stopped immediately to that individual or organization.

ITEM 8. It shall be used for providing financial support for activities of construction industry management, particularly in the areas of public relations, public education, market development, personnel practices, and labor relations.

ITEM 9. A copy of the bank yearly audit printout is to be sent to Local Union #84, Akron/Youngstown.

ITEM 10. If any contractor chooses not to pay into this fund, he shall contribute an equal amount into the Apprenticeship Fund in lieu of this contribution.

LMCT

ITEM 11. Commencing as of the effective date of this Agreement, and for the duration of this Agreement, the Employer agrees to make payments to The Heat and Frost Insulators and Allied Workers Labor-Management Cooperative Trust (LMCT) for each employee covered by this Agreement, as follows:

- a. For each hour worked, for which an employee works, the Employer shall make a contribution of five cents (\$.05)

to the LMCT. These funds will be sent to the LMCT on a monthly basis via 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.

LIQUIDATED DAMAGES

ITEM 12. All fringe benefit reports and benefits for the various employee benefit plans are due on the fifteenth (15th) of the month immediately following the month in which hours are worked. If the Employer remits its payment by mail and the envelope is posted with a postage stamp, and the stamp is canceled by the U.S. Postal Service or the envelope is posted with an office postage meter on or before the fifteenth (15th) day of the month following the month for which the contributions and deductions are due, it shall be deemed to have been paid timely, regardless of the date of actual receipt. If the Employer causes the contributions and

deductions and the reporting forms to be personally delivered to the depository and/or Plan's Administrative Manager at the Plan Office, such delivery shall be receipted by the Plan's Administrative Manager, and, if received on or before the fifteenth (15th) day of the month following the month for which contributions and deductions are due, or the first business day thereafter, it shall be deemed timely. If the fifteenth (15th) day of the month following the month for which contributions and deductions are due falls on Saturday, Sunday or holiday, then the payment must either be postmarked before the fifteenth (15th) of the month following the month for which contributions and deductions are due or received by the Plan's Administrative Manager at the Plan's Office prior to the fifteenth (15th) of the month following the month for which contributions and deductions are due.

ITEM 13. The acceptance of any contribution from any Employer shall not relieve or discharge him/her from the obligation of all hours worked under this Agreement for which no contribution has been received, notwithstanding and statement, restriction or qualification appearing on any check of Employer.

ITEM 14. The Employer agrees to permit an audit or examination of such books, records, papers, or reports of the Employer as may be necessary in the discretion of the Plans' auditor. The audit or examination shall be performed by an auditor or agent designated by a Plan or Plans. If, because of said audit or examination, a deficiency in excess of an aggregate of \$300 per month audited, the Funds shall assess the cost associated in performing the audit or examination to the Employer and said cost shall be collectable as any other amount due from the Employer to the Plans.

ITEM 15. In the event that the Employer has not timely remitted the entire amount of the contributions and deductions due and

owing to the Plans and filed the official report forms by the due date as herein provided, the following will occur:

- e. The Employer shall be liable to the Trustees of the Plans for Liquidated damages in the amount often percent (10%) of any and all fringe benefit contributions and deductions due or an amount of twenty-five dollars (\$25.00) whichever is greater. In addition, the Employer shall be liable for the interest assessed at the rate of one- and one-half percent (1.5%) of the total amount due per calendar month beginning with the first day of each calendar month after the contributions and deductions are due. Liquidated damages, audit costs, attorney fees and all other fees associated with an Employer not paying its fringe benefit contributions and deductions in accordance with this Agreement shall be added together with the delinquent fringe benefit contributions and compounded along with interest, on a monthly basis, until all amounts are paid in full. Upon good cause showing, the Trustees of the Plans may, in their sole discretion, waive liquidated damages.
- f. The failure to timely remit the entire amount of contributions and deductions due and owing to the Plans and file the official report forms by the due date as herein provided shall also be deemed to be a breach of contract on the part of the Employer. Work suspension will occur if the above payments are not made within five (5) days after the due date, and the Union will withhold its services from the Employer as long as the breach continues. Such a suspension shall not excuse any Employer's liabilities for payment due prior to the date of suspension. After all payments, including liquidated damages and interest, have

been made, the work will be fully reinstated. The Trustees or the administrators of each of the Plans shall be empowered to request certified checks from Employers delinquent in any or all Plans.

- g. The Employer shall be liable to the Trustees of the Plans for liquidated damages, interest and reasonable audit fees, attorneys' fees, court costs and expenses expended by the Trustees to enforce an Employer's compliance to audit or payment of fringe benefit contributions or deductions.

ITEM 16. The terms and provisions may not be terminated during this Agreement and shall not be subject to or suitable for Joint Board determinations or arbitration by the terms of this Agreement or any other Agreement.

PAYDAY

ITEM 17. Employees must be paid on the job site, unless employee signs a statement with the employer authorizing his check to be mailed or his pay to be direct deposited; it is the Employer's responsibility to send a copy of the signed statement to the Local #84 Business Manager. The Union will supply the authorization form. Any worker receiving direct deposit shall be sent a hard copy of their paystub to the their home address or the jobsite.

ITEM 18. Effective August 3, 2017, if an Employee has not received his pay by 6:00 P.M. Thursday, he will notify the Employer, who will be given twenty-four (24) hours after notification to pay the Employee at the job site or a mutually agreeable location.

ITEM 19. LATE FEE- Effective August 3, 2017, if an Employee does not receive pay by 6 PM Thursday, the Employer will pay a late fee equal to four hours' regular base pay to the Employee. The

late fee must be paid to the Employee with the delinquent pay. For every additional day the employee doesn't receive their pay, the employer shall pay an additional \$50.00 per day.

Separately, if an Employee's pay is timely but incorrect by \$100 or more, the Employer will pay a late fee equal to four hours' regular base pay to the Employee. Late fees for incorrect pay are due to the Employee within twenty-four (24) hours after the Employee gives the Employer notification of the mistake. If the pay is timely but incorrect in an amount less than \$100, the Employer shall correct the pay within twenty-four (24) hours after the Employee gives the Employer notification of the mistake.

ITEM 20. Due to the changing nature of our industry, when an Employee is working on a composite crew or for a Contractor who hires multiple trades, with the consent of the Union, the payday may either be moved up or back, but at no time shall a Contractor's payday fall more than two (2) days after he ends his week. The late fee of Item 19 shall apply for employees working on composite crews or for a Contractor who hires multiple trades, with the deadline for pay adjusting to the agreed upon payday.

BOND GUARANTEE

ITEM 21. All contractors working in the jurisdiction of Local Union #84, Akron/Youngstown territory shall furnish bonding to insure payment of fringe benefits and wages, cost of collection, including but not limited to audit expenses and attorney fees.

ITEM 22. Employers who have one (1) to five (5) workers shall carry a twenty thousand (\$20,000) bond. Employers who have six (6) to (10) workers shall carry a forty thousand-dollar (\$40,000) bond. Employers who have more than ten (10) workers shall require

an eighty thousand-dollar (\$80,000) bond. Employers who work pursuant to this Agreement for any sixty (60) consecutive months period of time without being delinquent on payment of wages or fringe benefit contributions shall be permitted to reduce their bond as follows: Employers who have one (1) to five (5) workers shall carry a ten thousand (\$10,000) bond, employers who have six (6) to (10) workers shall carry a twenty thousand-dollar (\$20,000) bond and employers who have more than ten (10) workers shall carry a forty thousand-dollar (\$40,000) bond until such time as they are delinquent, after which they shall carry the appropriate bond amount set forth above for a sixty (60) consecutive months period of time before being permitted, if no delinquencies occur during that time, to carry a reduced bond amount again.

ITEM 23. All transient contractors employing members of Local Union #84, Akron/Youngstown shall always either carry a ten thousand dollar (\$10,000) per man bond or post a certified check for that amount with the Union. This bond will be used to insure payment of fringe benefits and wages, cost of collection, including not limited to audit expenses and attorney fees. Transient contractors who state in writing that they need manpower for less than two (2) weeks shall be limited to a ten thousand dollar (\$10,000) bond or a ten thousand dollar (\$10,000) certified check. Contractors who operate on a national or regional basis and who have on deposit with the International Office a bond which will insure payment of fringes, wages, welfare and cost of collection including but not limited to audit expenses and attorney fees will be required to carry extra coverage based on the ten thousand dollars (\$10,000) per man if the manpower requirements exceed their one hundred-thousand-dollar (\$100,000) obligation to any one local.

ITEM 24. A copy of each bond will be furnished, prior to the commencement of work by bargaining unit members, to the Business Manager of Local Union #84, Akron/Youngstown. Such copies shall effectively date and provide that Local Union #84, Akron/Youngstown be notified prior to any termination of such bond. Upon renewal of any bond secured for compliance with this Article, the renewal notice shall be provided to Local Union #84.

ITEM 25. Copies of Agreement to be sent to the Pension Trustees and JATC Trustees by Local Union #84, Akron/Youngstown Business Manager.

ITEM 26. No Employer shall be furnished Employees of Local Union #84, Akron/Youngstown for employment until the above bonding requirements have been fulfilled.

ITEM 27. The Business Manager or the Local's acting representative may waive or modify bonding requirements if job is of five (5) days duration or less.

FIRING AND LAYOFF

ITEM 28. All Contractors working under the jurisdiction of Local Union #84, Akron/Youngstown shall give the Business Manager twenty-four (24) hours' notice before a layoff is to occur unless previously agreed on a specific job. When Employees are fired, or a layoff occurs, the Employees are to be paid in full at the end of working day; only when overtime is worked and the hours worked put a burden on a contractor to have the checks, the contractor may mail the last day worked, but it is the responsibility of the contractor to see that the paycheck arrives not later than three (3) days from their last day worked. Checks shall be mailed to the address given by the Employee through "Certified Mail".

Contractors shall be liable for late payment charges if checks are not received on time as per Item 5 of this article.

ABSENTEEISM (DISCIPLINE AND DISCHARGE)

ITEM 30. The Company has the right to discipline an Employee for excessive absenteeism. The first two (2) unexcused absences without good cause shall bring written warning from the Company, with a copy to furnished, in each case, to the Union. The Union shall be notified in writing no later than forty-eight (48) hours after the infraction has occurred. Any infraction not reported in forty-eight (48) hours shall be deemed not to have occurred. Any subsequent unexcused absence without good cause, may be cause for discharge. Absences for good cause, such as illness, family emergency and the like, and excused absences shall not be cause for discipline, provided the Employee notifies the Company not later than one (1) hour after normal starting time. No absence more than three (3) months prior shall be considered in any manner or under any circumstances in the imposition of discipline and shall be deemed not to have occurred.

ITEM 31. Any dispute relative to discipline or discharge of an Employee shall be processed through the grievance procedure established in this Agreement.

ITEM 32. An Employee's unexcused absence from the job site between 9:00 A.M. and 4:30P.M., excluding lunch time, may be cause for discharge as outlined above.

ITEM 33. Discipline and Discharge. The Employer may discharge an Employee for dishonesty, impairment (due to drugs or alcohol), or pilferage. Should this action occur on any job site during working hours, the Employer must secure witness to support the

allegations. In cases of insubordination or willful disregard of the Employers rules of which the Employee had actual notice, the first infraction shall bring a written warning to the Employee, a copy of which is to be furnished to the Union; the second such infraction may be grounds for discharge. Provided, however, that any infraction occurring, more than six (6) months prior shall be considered in the imposition of discipline and shall be deemed not to have occurred. Any dispute relative to discipline or discharge of an employee shall be processed through the grievance procedure established in this Agreement.

ITEM 34. No Employee will be subject to disciplinary action for missing time due to picket duty for the Union.

FUNERAL PAY AND LEAVE

ITEM 35. Employees shall receive two (2) days funeral leave with pay when a member of their immediate family dies. Limited to: Mother, Father, Spouse, Child, Brother or Sister. Benefit shall apply to Employees with one (1) year of service with an Employer.

ARTICLE VIII

Expense Zones

- A. Employees who travel for work within or among the following counties shall not be compensated any expense funds, i.e., the counties are “expense free zones:” Summit, Portage, Stark, Mahoning, Trumbull, northern half of Tuscarawas, northern half of Columbiana.
- B. Employees who travel for work within or among the following counties shall receive \$5 a day as mileage

reimbursement: Medina. Wayne, Holmes, Carroll, southern half of Tuscarawas; southern half of Columbiana.

- C. Employees who travel for work within or among the following counties shall receive \$15 a day as mileage reimbursement: Ashland, Ashtabula.
- D. Employees who travel for work within or among the following counties shall receive \$20 a day as mileage reimbursement: Richland, Coshocton, Harrison.
- E. Parking expense shall be reimbursed by the Employer upon presentation of a validated receipt in next pay period.
- F. At no time shall subsistence pay be pro-rated for hours worked, nor shall expense be pro-rated for out-of-town work.
- G. Any Employee who commences work and does not complete his eight (8) hour day of work shall be paid for his hours worked and his subsistence.
- H. Any travel at Employer's request during working hours will be paid at the rate per mile specified by the I.R.S., in Local Union #84, Akron/Youngstown territory.
- I. Service Truck. While driving a company-owned service truck, Employee shall not receive expenses unless he is requested to drive to an established zone to pick up the truck. Employer shall carry insurance and pay for all oil, gas and other expenses incurred while the truck is with the Employee. Employee time starts from the time he picks up truck until he brings it back.

ARTICLE IX

Safety and Special Equipment

- A. OSHA recommended respirators and filters furnished by all Employers. Proper gloves will be furnished when working with metals, chicken wire, foam-glass, calcium silicate, mineral wool, caustic chemicals, insulation metal panels with metal carrier back and application mastics.
- B. The Employer shall supply all safety equipment, power tools, caulking guns, banders, bead & crimp machines, metal breaks and all other specialty tools.
- C. When Employees are working in asphalt cutback or emulsion coating in quantities exceeding fifteen (15) gallons per job, the Employer shall either supply each man working in the coatings a clean set of coveralls or pay the man three dollars (\$3.00) extra per day as an expense. This amount shall not exceed nine dollars (\$9.00) per week. Coveralls shall remain the property of the Employer and shall be turned in when work is terminated. Clean pair of coveralls shall be supplied weekly.
- D. Pails and buckets, not larger than fourteen (14) quarts, or their equivalent shall be used on the job, except in the use of weather- proofing materials; but should the weatherproofing be done in the air, it shall be dipped out into fourteen (14) quart pails.
- E. Toolbox. A suitable toolbox shall be provided by the Contractor on any job expected to last five (5) days or more when parking facilities are not available adjacent to the building or area in which work is proceeding or when it is

necessary to secure passes in order to take tools from the job site. Employee to use toolbox at his own risk.

F. The Employer agrees that all Employees covered under this Agreement shall be covered by Workers' Compensation in the State in which they are working.

G. Employee Tool Requirement. Any Insulator leaving a job before completing his eight (8) hour day for any unforeseen reason, is to carry his tools and report to his Employer when ready to go back to work.

ARTICLE X

Apprenticeship Training

A. Apprenticeship Training Clause. This program shall be administered by a committee, hereinafter called the Joint Apprenticeship Trust Fund, which shall consist of three (3) representatives of the Union and three (3) representatives of the Employers signatory to this Agreement. This Committee shall formulate and adopt a four (4) year apprenticeship program and institute other rules and procedures which will insure only qualified and acceptable apprentices are retained in this program. Qualification for acceptance to this program will be established and the use of tests and other media shall be utilized to determine qualifications of applicants.

B. Apprentices shall serve a period of four (4) years at the craft (a minimum of one thousand six hundred [1,600] working hours in a twelve [12] month period shall constitute a year, unless a lesser number is approved by the General Office) as a condition maintaining such status, during such time they will be paid at a maximum of four rates which shall be

in minimum amounts of sixty (60), sixty five (65), seventy five (75), and eighty five (85) percent of the Mechanic hourly rate for the first (1st), second (2nd), third (3rd), and fourth (4th) years respectively, and full fringe benefits, with the exception of pension and annuity, which will be paid at the same percentage as their corresponding hourly rate. After which they will be entitled to apply for Mechanics examination, which examination shall be conducted by a joint committee of the Local and Employers. An apprentice failing to satisfactorily pass the examination shall not be re-examined within six (6) months.

- C. When available, apprentices shall be assigned in such numbers to maintain a ratio of one (1) apprentice to every three (3) journeymen. This ratio shall be achieved only by utilizing apprentices who are indentured in the Local Union 84, Akron/Youngstown J.A.C. Program. Apprentices shall work under the supervision of a journeyman mechanic unless permission otherwise is given by the Business Manager.
- D. This program shall comply with relevant Federal, State, and Local laws and will be administered without regard to race, creed, color, national origin, sex, etc.

ARTICLE XI

Work Jurisdiction

- A. 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 Union #84, Akron/Youngstown, when they are engaged in the preparation, fabrication, alteration, application, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing, weatherproofing and/or clean-up of cold or hot thermal insulation with such materials as may be specified with these materials are to be installed for thermal purposes in voids, or to create voids, on either piping, fittings, valves, boilers, ducts, flues, tanks, vats, equipment, or on any hot or cold surfaces for the purpose of thermal control, fire-stopping, fire-proofing and sound attenuation. This is also to include all labor connected with the handling and distribution to thermal insulating materials on job premises and all other such work that is within the jurisdiction of Local Union #84, Akron/Youngstown.

ARTICLE XII

Job Steward and Conditions

- A. Job Stewards shall be placed on the job by the Business Manager when he deems it necessary. Job Stewards shall at no time be removed from the job site unless it is mutually agreed between the Employer and the Business Manager. Employer to be notified of name of Steward.
- B. No one-man assignments shall be made by the Employer if the Employee is the only man on job site or building. This will be left up to the Employee's discretion after one day worked on the job.

- C. On cold weather jobs, warm shelter shall be provided for the Employee by the Employer, if said job is to run and continues with a minimum of three (3) men.
- D. Cement shall not be in larger than fifty (50) pound bags.

ARTICLE XIII

Union Office

- A. The Union shall have a permanent office address with telephone service. That address being, at the present time, 277 Martinel Drive, Kent, Ohio 44240. The Telephone number is (330) 346- 0622.
- B. The Union and the Associations mutually agree to hold semiannual meetings to discuss current industry related issues.

ARTICLE XIV

Contract Renewal

- A. Either party to this Agreement desiring to renew it in present form or with change or amendment shall make known such intentions, in writing, ninety (90) days prior to expiration of this Agreement. If notice is not given, then this Agreement shall remain in effect from year to year, even though new language and wages are negotiated with an existing Contractors' Association or their successor.

ARTICLE XV

Effective Dates of Contract

A. This Agreement shall become effective June 1, 2024, and shall be rigidly observed until its expiration, May 31, 2027, and from year to year thereafter unless either party notifies the other ninety (90) days prior to the expiration of this contract in writing.

ARTICLE XVI

Federal and State Laws

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

ARTICLE XVII

UNION SECURITY/HIRING/TERMINATION

A. All employees who are members of the International Association of Heat and Frost Insulators and Allied Workers on the effective date of this Agreement shall be required to remain members of the International in good standing as a condition of employment during the term of this Agreement. All employees who are not members of the International shall be required to become and remain members of the International in good standing as a condition of employment from and after the 8th day following the date of their employment, or the effective date of this Agreement, whichever is later.

- B. The parties to this Agreement agree that the Local Union will not maintain or administer an exclusive hiring hall or referral system. Any employee shall be free to secure employment with an Employer through his own effort, subject to Paragraphs A, C, D and E of this Article. In addition, an Employee may register with the Union Office as being available for work with signatory Employers. An Employer shall have the right to request and receive from the Union Office information regarding employees who are available for work. The Union shall not make any specific referrals to an Employer or require that an Employer select for employment any Employee that is available for work.
- C. When an Employee is hired by the Employer, and the Employee is a member of the Local Union, the Employer must contact the Local Union Office by telephone, e-mail, or fax transmission, within forty-eight (48) hours of the hiring, and provide the Local Union with the name of the Employee, the date of the Employee's hire, and the job site to which the Employee is assigned.
- D. When an Employer lays off and/or terminates an Employee, the Employer shall complete a Termination/Layoff Form and forward it to the Local Union by e-mail or fax transmission within forty- eight (48) hours of the layoff/termination. The Local Union shall supply the Employer with a sufficient number of Termination/ Layoff Forms.
- E. If the Employer hires an employee who is not a member of the Local Union, the Employer must contact the Local Union office by telephone, e-mail or fax transmission, within forty-eight (48) hours of the hiring and provide that Local Union with the name and address of the Employee, the Employee's

date of hire and the job site to which the Employer is assigned. Such employee shall receive a minimum of First Year Apprentice Rate.

ARTICLE XVIII

Maintenance Agreement

A. It is agreed by both parties that Local Union #84, Akron/Youngstown Maintenance Agreement shall be modeled after the National Maintenance Agreement that is in place as of July 1, 1987. Any changes in that Agreement during the existence of this contract, shall not apply.

The Employers and the Union must agree within the terms of this Agreement before said Agreement can be put into effect.

B. The Employer and the Union agree that they will not discriminate on the basis of race, color, religion, sex, or national origin against any promotion, demotion, transfer, rates of pay, or other Apprentice training, layoff or termination of employment. The parties hereto agree that all membership in either the Apprenticeship Program or as Mechanic of Local Union #84, Akron/Youngstown shall be based upon qualifications alone and without regard to race, color, religion, sex or national origin. The parties hereto further agree that all programs that affect Apprentices and Mechanics of Local Union #84, Akron/Youngstown whether sponsored jointly or not shall be administered in accordance with the National Labor Relations Act and Title XII of the Civil Rights Acts of 1964.

- C. Local Union #84, Akron/Youngstown Maintenance Agreement to apply to chartered territory. Consult Local Union #84, Akron/ Youngstown Business Manager.
- D. A Foreman or General Foreman on any type of Maintenance Agreement, National Agreement or Presidents Agreement shall be guaranteed forty (40) pay per week and agree that all programs that effect Apprentices and Mechanics of Local Union #84, Akron/Youngstown, whether sponsored jointly or not, shall be administered in accordance with the National Labor Relations Act and Title XII of the Civil Rights Act of 1964.
- E. In order to receive the benefits of the Local's Maintenance Agreement, the Contractor must be signatory to this Master Agreement through direct signature to a "Memorandum of Understanding".

ARTICLE XIX

Drug Testing

- A. The Employer and the Union are committed to a policy that promotes safety in the workplace, employee health and well-being. In consideration of this, an Employer may implement a Drug and Alcohol Policy (hereinafter "Policy") during the term of this Agreement provided the following criteria are met: (1) the terms and conditions of the Policy are consistent with and meet all requirements of the Ohio Bureau of Workers' Compensation's Drug Free Workplace Programs, (2) not less than thirty (30) days written notice be given to the Union prior to implementation of any Policy or change to existing Policy.

ARTICLE XX

Government Regulations

- A. In the event that any Employee Benefit Plan provided for in this Agreement and paid for by the participating Employer contributions is reduced or eliminated because of governmental action, the net savings, if any, to said Employer attributable to said governmental action shall be paid to the Employee and/or Employer (reverse order) as wages computed as an increase in hourly rate of pay. The increase, if any, shall be effective as of the first day the governmental action is effective. Net savings is hereby defined to be the difference between the cost of the Participating Employer contribution to Health and Welfare or Pension, as the case maybe, and the total cost to the Employer of the governmental program which caused the reduction in or elimination of the Health and Welfare Program or Pension Program as the case may be. The Health and Welfare Maintenance Program funds shall not be considered in the application of the foregoing formula and shall, in the event of governmental action, always revert to the Participating Employer. All subject to governmental law and no retroactive wages.
- B. If the Federal government institutes wage control in any form and any portion of the Collective Bargaining Agreement is deferred or cut back, the parties shall meet promptly; and, if the action of the Federal government which caused the deferral or cutback makes it legally permissible to do so, the parties shall attempt to reallocate the monetary equivalent of the deferred or cut-back wages or benefits in a manner that complies legally with the action of the Federal government. If it is not legally permissible to reallocate the deferred or

cut-back portion, the Employer shall commence paying the wage and/or benefit rate that was deferred or cut-back when and if it becomes legally permissible to do so.

- C. It is agreed to establish a Labor/Management Meeting to work on problems of the industry and ways to combat them.
- D. The Master Insulators Association of Akron, Ohio, the Builders Association of Eastern Ohio, and Western Pennsylvania and Local #84, Akron/Youngstown agree to split the cost (50%-50%) of printing the reporting forms, referrals, and the contract Agreement booklets, provided a Union printer is used. Union to supply adequate numbers to meet their needs.

SPECIAL CONDITIONS

- E. On jobs where non-union competition is involved, the Union will discuss with the Associations' possible methods of making signatory contractors competitive. In such cases, adjustments may be considered in accordance with recognized principals agreed to by the parties during negotiations.
- F. In the event that a worker is organized from the non-union work sector, it shall be the duty of the Union to assess his/her skills and experiences and send them to work at the appropriate level. Once the Employee has worked six months or 1,000 hours, the Business Manager, and any Employer the individual has worked for will decide whether he/she was placed at the proper level. The individual may be advanced or demoted at that time only.
- G. Every effort will be made to indenture these individuals with the Department of Labor, Bureau of Apprenticeship

and Training, as apprentice member at the appropriate level. In the event that this cannot be done immediately, all Employers will be notified that if the individual is sent to work on a "Prevailing Wage "jobsite, they are to be paid at the Journeyman Mechanic wage rate until indentured. Once the individual is indentured, he/she is subject to the same rules as an apprentice who gains membership through the normal application process.

H. The undersigned, desiring to become additional parties to the collective bargaining agreement between the Heat and Frost Insulators and Asbestos Workers Local #84 and the Employers/ Associations, which is dated June 1, 2024, hereby certify that they have read the said Agreement and agree to accept and be bound by all of the terms and provisions thereof as additional parties thereto.

Name of Employer: _____

Address: _____

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

Dated this 1st Day of June 2024:

MASTER INSULATORS' ASSOCIATION
OF AKRON, OHIO

Carl Hughes, Cascade Insulation Co.

BUILDERS ASSOCIATION
OF
EASTERN OHIO & WESTERN PENNSYLVANIA

Dan Adams, D&B Insulations, Inc.

Larry Knittle, Micon Inc.

s/Kevin Reilly, Builders Association
of Eastern Ohio & Western Pennsylvania

INTERNATIONAL ASSOCIATION OF HEAT AND FROST
INSULATORS AND ALLIED WORKERS
LOCAL UNION NO. 84

s/Jason Metz, President

Steve Niles, Vice President

s/Kevin Streby, Business Manager

CODE OF WORKMANSHIP OF
THE INTERNATIONAL ASSOCIATION OF
HEAT AND FROST INSULATORS AND ALLIED WORKERS
LOCAL UNION No. 84

All work done under this Article shall be in strict compliance with specifications given the Employee by the Employer. If there is a discrepancy between the Contractor's written order and the specifications established for the job site, the specifications shall take precedent unless the Contractor has a written change order from the parties who wrote the specifications.

PIPING

Domestic Water- Fiberglass

1. Specified insulation materials shall be applied in strict compliance with the manufacturers' recommendations for application of the material used.
2. When Zeston fittings are used, inserts shall be applied in at least the thickness of the covering. The inserts shall cover all the uninsulated area of the fittings.
3. All premolded fittings shall have their butt laps taped with either a PVC tape or lap tape that matches the jacketing of the covering applied to the lines.
4. Oversized covering shall be applied to coverings one (1) inch thick or above. All raw insulation ends shall be

sealed with a mastic or coating that, when dry, will be the same color as the jacketing used.

5. When coming to a tee, either a premolded cover or the fish mouth system may be used. If coverings are to be fish mouthed, then a master coating shall be applied to the fish mouth before applying to the pipe to insure a proper seal.
6. When using elastomeric coverings, all miters are to be cut at the time of application and cut from a full section of covering.

Hot Water Heating

1. Use same method as described in Domestic Water-Fiberglass.
2. All valves shall be covered unless specifications say otherwise.
3. Steam Piping
4. Special attention shall be given to all premolded fittings on steam piping. It is recommended that extra inserts be used to make sure there is sufficient insulation to keep the heat from melting the PVC covers.
5. Unless otherwise specified, all valves on steam lines shall be insulated.

Chilled Water

1. Covering shall be applied in strict accordance with manufacturers' Specifications.

2. When staples are used, a non-breathable mastic shall be used to coat the staple to maintain the integrity of the vapor barrier.
3. All throats on premolded fittings shall be sealed in an appropriate Manner as to maintain the integrity of the vapor barrier.
4. When mitered sections of covering are used in chilled water, all cracks shall be stuffed with appropriate material and a non- breathable mastic shall be applied before adding the finish. All flanges, unions, valves, etc. shall be insulated unless otherwise specified.

Roof Drains

1. Sectional coverings shall be used on all roof drains.
2. Duct wrap shall only be used to insulate the lines when specified.
3. All throats on PVC fitting covers shall be sealed in an appropriate manner as to maintain the integrity of the vapor barrier.
4. Oversized coverings shall be used on couplings when using one half (1/2) inch thick materials.

Refrigerant Piping

1. All fittings shall contour to the pipe.
2. There shall be no stove piping of long radius fittings.
3. All elastomeric coverings shall have compression seams and all seams shall be glued with a contact cement specified for use on that material.

Special Requirements

1. All PVC fittings shall be taped with either a PVC tape that loosely matches the color of the fitting cover or lap tape that matches the jacketing. Tacks may be used on concealed hot and cold water.
2. All insulation ends on flanges, unions, or valves that do not insulate shall be tapered on a 45-degree angle and sealed with a mastic that when dried will match the color of the jacketing. This applies only to A.S.J. in exposed areas or where otherwise required in the specifications.
3. All raw insulation seams will be sealed with a mastic that when dried matches the color of the covering.
4. When using elastomeric coverings, stove piping of fittings will be permitted on both concealed and exposed work up to and including 1-1/4 copper. When it is necessary to oversize fittings, all exposed fittings shall be at least three (3) piece miters. Concealed fittings may be stove piped.
5. On outside piping, it is recommended that end caps or reducers be made of the material being used for weather proofing. (Example: metal, PVC) At no time shall just a mastic be used as a finish to an insulation end when exposed to weather. If a mastic is used, fab-glass should be used. A coating of mastic shall be applied prior to the fab-glass and one after.
6. All voids on hangers or any part of the pipe where insulation has been cut to allow for closing, shall be replaced.

7. Where different size pipes come together, or anywhere you may have different thicknesses of insulation, all exposed areas shall have reducers made of flat PVC jacketing and concealed work may be painted with a mastic.
8. When mud is required on fittings, valves, or flanges as a finish, it shall be applied in a workmanlike manner. When possible, a rubber palm shall be used before the mud dries to establish a smooth finish. All canvas, rewettable cloth or tab-glass that goes over the mud as a finish, shall overlap on to the covering at least two (2) inches. When rewettable cloth is used as a finish, the mud shall be completely set up before applying the rewettable cloth.
9. When clevis hangers are used on chilled water lines, then the hanger shall be insulated to keep a proper seal and prevent cold from transferring to the hanger and sweating.

BIG WRAP

When Big Wrap is used as an insulation, three (3) inches of insulation should be removed from the jacketing to provide a staple lap. Big Wrap shall be applied in a manner as to keep all insulation pieces in line. Tape that matches the jacketing shall be used to seal all seams. All raw insulation ends shall be sealed with a mastic that matches the color of the jacketing.

MASTIC COATING FINISHES

Weather coating mastic over insulation shall be sprayed, troweled, or brushed to a specified uniform thickness. Where two coats of

mastic are required to be reinforced, they will be reinforced with wire, mesh, fab cloth, or other approved materials smooth and uniform on all surfaces. The reinforcing materials will be embedded and stretched tightly over the first coat of mastic. The second coat shall be applied with thickness to properly cover all reinforcing materials. Only enough mastic to coat the mesh need be applied. If too much is applied, it may shrink and crack, thus providing and improper seal. Unless otherwise specified, an asphalt-based or oil-based mastic shall be used on all tops of outside duct work. This adds greater protection to the waterproofing of the system.

IRREGULAR SURFACES, VESSELS, CHILLERS, EQUIPMENT, ETC.

1. Insulation blankets, lags or sheets will be applied so that all joints fit tightly and are secured firmly in place with bands or wires on nine (9) inch centers. All joints shall be staggered throughout, and all voids will be properly insulated. Additional layers of insulation will be applied separately. All legs, supports, and other connections will be insulated to a minimum of eight (8) inches from the main insulation surface.
2. Vessel heads will be insulated with sheet or block insulation scored or mitered to fit the shape and contour of the heads and set inside the overlapping adjacent insulation. The overlap shall equal the thickness of the head insulation to help form and hold the insulation on the heads. Field cut miters will be securely fitted, particularly at nozzles and manholes. The head insulation will be secured by sixteen (16) gauge wire with six (6) inch centers. Cables encircling the vessel shall be near both heads and will serve as tie-points for the wires. The

wires will be looped at all intersections to tighten the head insulation firmly.

3. Removable pieces of insulation will be installed over name plates.
4. Where specified, removable covers will be made for vessel heads, manholes and flanges.
5. Mastic or joint sealer will not serve as a filler material for poorly fitted joints or voids.
6. This code of workmanship shall apply on all jobs unless it is found to be in direct conflict with the owner's specifications.
7. No contractor shall make any substitution or deletion of material unless he has prior consent in writing of the owner or its representatives, architect, engineer, etc.

DUCT WRAP

Duct Wrap insulation shall be tightly fitted around the duct. When foiled backed wrap is used, a three (3) inch lap shall be cut on the wrap where the two ends meet to act as a stapling guide. All joints shall be sealed with a tape that matches the backing on the insulation. All duct bottoms twenty-four (24) inches and wider shall have a minimum four (4) pins applied to the center of the duct to help hold the insulation tight and eliminate sagging. Additional pins shall be applied as needed to keep the bottom from sagging. When duct wrap is used in exposed area, all laps shall be hidden from public view. Pins shall be used whenever possible to assure a tight, good-looking job.

DUCT BOARD

1. Board shall be applied in a manner as to put all raw edges away from view.
2. All edges shall be cut and applied flush with adjoining insulation. Insulation shall be removed to allow for a level surface over drives, stiffeners or any other fastener that would create an un- level surface. Weld pins, stick clips or any other fastener shall be laid out in a uniform manner. When washers are used to hold the insulation on, they shall be counter sunk into the covering just deep enough to allow for a piece of tape to go smoothly over the washer area. All joints shall be taped before the corners are finished. It is recommended that comer bead be used in all exposed areas. All ribs, standing seams or angle attached directly to the duct shall be insulated on “air-conditioned duct”. Big Wrap is recommended for curved areas instead of scoring of flat material.
3. When specifications call for the surface of the rigid duct to have a canvas or glass cloth as a finish, all edges and joints shall be taped. All washers shall be counter sunk and tape placed over the void to create a smooth finish.
4. The center of the outside duct tape shall be built up and tapered to comers to allow for water shed.

PROTECTIVE JACKET OVER PIPE INSULATION, TANKS, AND INSULATED FITTINGS

1. Pipe Insulation. Metal shall be cut to provide a minimum two (2) inch long longitudinal lap when applied over covering. All longitudinal laps shall be provided with

a “safety edge” by bending over one-half (1 /2) inch of aluminum and creasing flat. This will prevent any edges from appearing on the longitudinal lap. Before applying metal jacket to covering, it should be rolled either by hand or machine to conform to surface of covering. All circumferential laps shall be a minimum of two (2) inches. Metal jackets shall be secured by means of metal straps placed on nine (9) inch centers or metal screws on four (4) inch centers. All longitudinal laps shall be installed to shed water and to be placed away from view.

2. Fitting Insulation. All metal protective jackets to be applied over insulated fittings shall be either manufactured preformed metal jackets, “Hoods”, or shall be mitered in the field from flat sheet metals. When applying preformed jackets, it is advisable to put a slight bend on the back edge of the half of the fitting that is to be exposed. All laps are to be installed so that they shed water and the overlap is away from view whenever possible. When elbows, tube turns and bends are to be made with metal protective miters, they shall be made with a sufficient amount to provide a complete contact on all circumferential laps and also provide a neat mechanical appearance. When metal miters are made on the job, one edge shall be crimped, and the other edge shall be beaded. The beaded edge will lap over the crimped one. Metal jackets and miters shall be held in place by means of metal bands or screws.
3. Valves, Tees, Strainers, Etc. The bodies of these fittings shall be made of metals and installed in a manner similar to that of pipe covering. The metal jacket shall be allowed

to extend beyond the edge of the body a minimum of two (2) inches to allow for cement and mastic finish. The edges of the main body may also be finished with metal by either allowing the metal on the body to extend a sufficient distance to provide laps “Dog Ears” to be cut and bent over, or by installing two (2) metal rings with laps cut in both edges to be placed under adjacent jackets.

4. Establishing Reference Lines on Tanks. If the vertical axis of the tank is truly vertical, you can establish your reference lines for checking alignment of sheets or panels with a surveyor’s level or transit. At least three (3) vertical lines should be established. If the vertical axis is not truly vertical, the panels or sheets will be applied spirally and considerable cutting or even repositioning of sheets or panels may be required. To establish reference lines parallel to the actual axis of the tank, use ordinary pipe covering banding as a guideline. Use a piece equal in length of twice the tank height, with holes close to each end. Determine midpoint and mark by crimping around a small rod. Weld two (2) studs near tank cave at equal distances below it and at a distance apart not more than half the tank height. Slip band ends over the two (2) studs. Bands can be kept in place with nuts on the studs. Press down in the middle of the tank cave and strike a line through the two (2) points. For all practical purposes, this line will be parallel to the tank axis. With three (3) such lines about equidistant around the tank, it will be possible to establish other lines by measurement to check alignment of panels. Where the height of the tank is much greater than the diameter, work from a horizontal tank plate joint at a height about equal to the

tank diameter. Make several measurements from the tank eave to the base angle or curb to make sure that there is no interference with the bottom edge of the first horizontal course of sheets. The first course should start one (1) inch above the high point of the angle or curb.

If, at any time, the Code comes in conflict with current conditions or standards, it is agreed to reopen the Code of Workmanship on mutual consent.

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