

STATE OF ILLINOIS – DEPARTMENT OF LABOR
160 N. LASALLE ST., STE. C-1300
CHICAGO, ILLINOIS 60601

IN THE MATTER OF:)
)
HEAT AND FROST LOCAL 19)
) STATE FILE NO. 2025-H-RP08-2349
)
)
OBJECTOR(S),)
)
)
v.)
)
JANE R. FLANAGAN, DIRECTOR of the)
ILLINOIS DEPARTMENT OF LABOR, and)
THE ILLINOIS DEPARTMENT OF LABOR,)
)
RESPONDENTS.)

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to **56 IAC 120.400**, a **telephonic** pre-hearing conference shall be convened on **September 13, 2024 at 10:00 a.m.** An Administrative Law Judge will initiate the conference call. **Objector's attorney Angela R. Altieri** will be phoned at **414-223-0420**. Respondent Attorney Nick Bedenk will be phoned at **708-723-6399**. Technology constraints require that a direct dial phone number be provided for the pre-hearing conference. If the number listed is not a direct dial number or you require additional phone lines to be added, you are to provide the phone numbers and/or the names and phone numbers of the additional participants to DOL.hearings@illinois.gov
2. The pre-hearing conference shall be held to simplify the issues, determine necessity or desirability of amendment to documents for purposes of clarification, simplification, or limitation, determine stipulations, admission of fact and of contents and authenticity of the documents, limit the number of witnesses, determine propriety of the prior mutual exchange among the parties who have prepared testimony or exhibits, and decide other matters as may tend to expedite the disposition of the proceedings and to assure a just conclusion thereof.
3. Attorneys shall file appearances as soon as practicable.

DATE: August 26, 2024

By: /s/ Moshe M. Liberman
Moshe M. Liberman
Chief Administrative Law Judge
IDOL
160 N. LaSalle St. Ste. C-1300
Chicago IL 60601
V: 312-793-1805, P: 312-636-6372
Dol.hearings@illinois.gov

STATE OF ILLINOIS)
)
)
COUNTY OF COOK)

CERTIFICATE OF SERVICE

Under penalties as provided by law, including pursuant to Section 1-109 of the Code of Civil Procedure, I **Blanca Hinojosa**, a non-attorney, affirm, certify or on oath state, that I served notice of the attached Order upon all parties to this case, or their agents appointed to receive service of process, by enclosing a copy of the Order in Case No. **2025-H-RP08-2349** and a copy of the Certificate of Service in an envelope addressed to each party or party's agent at the respective address shown on the order or on the Certificate of Service, having caused each envelope to be served by U.S. Mail with postage prepaid at 160 North LaSalle St., Ste. C-1300, Chicago, Illinois, 60601, on the day of **August 26, 2024**, 2023 prior to 4:30 p.m.

The Previant Law Firm S.C.
Angela R. Altieri
310 W. Wisconsin Avenue, Suite 100 MW
Milwaukee, WI 53203
(414) 223-04520

HAND DELIVERED:

Nicholas Bedenk
Associate General Counsel
Illinois Department of Labor
160 S. LaSalle St., Ste. C-1300
Chicago IL 60601
Nicholas.Bedenk@Illinois.gov

Stephanie Barton

Jane R. Flanagan
Director of Labor
Illinois Department of Labor
160 N. LaSalle St., Ste. C-1300
Chicago, IL 60601

/s/Blanca Hinojosa
Office Assoc/ Illinois Department of Labor

STATE OF ILLINOIS – DEPARTMENT OF LABOR
160 N. LASALLE ST., STE. C-1300
CHICAGO, ILLINOIS 60601

IN THE MATTER OF:)	
)	
HEAT AND FROST LOCAL 19)	
)	STATE FILE NO. 2025-H-RP08-2349
)	
)	DATE OF NOTICE: August 26, 2024
OBJECTOR(S),)	
)	CERTIFIED MAIL / RETURN RECEIPT
)	
v.)	9489 0090 0027 6559 9247 70
)	
JANE R. FLANAGAN, DIRECTOR of the)	
ILLINOIS DEPARTMENT OF LABOR, and)	
THE ILLINOIS DEPARTMENT OF LABOR,)	
)	
RESPONDENTS.)	

NOTICE OF TELEPHONIC HEARING

PLEASE TAKE NOTICE that Jane R. Flanagan, Director of the Illinois Department of Labor, and the Illinois Department of Labor [hereinafter, "Respondents"] have received from **Heat and Frost Local 19**, [hereinafter, "Objector(s)"] written objections to the prevailing wage determinations effective **August 16, 2024**, published by the Department on its website, and a request for hearing on those objections pursuant to Sections 4 and 9 of the Prevailing Wage Act [hereinafter, "PWA" or "Act"], 820 ILCS 130/0.01 et seq.

Pursuant to the PWA, Article 10 of the Illinois Administrative Procedure Act, 5 ILCS 100/10-5 et seq., and 56 Ill. Admin. Code 120.100 et seq., Respondents will convene a hearing on:

DATE:	September 30, 2024
TIME:	10:00 a.m.
OBJECTOR ATTORNEY PHONE #:	
RESPONDENT ATTORNEY PHONE #:	Nick Bedenk 708-723-6399

ADMINISTRATIVE LAW JUDGE:

Moshe M. Liberman
CHIEF ADMINISTRATIVE LAW JUDGE
ILLINOIS DEPARTMENT OF LABOR
160 NORTH LASALLE STREET, SUITE C-1300
CHICAGO, ILLINOIS 60601

The hearing involves the written objections and hearing request filed by Objector(s), attached hereto and made a part hereof (Exhibit A).

The parties and their respective representatives must be prepared to proceed at the hearing. The parties must present all information, documents, records or witnesses necessary to substantiate their position(s) at the hearing.

Pursuant to 56 Illinois Administrative Code 120.640, the Administrative Law Judge shall issue a Decision and Order. In the event no timely or proper exceptions are filed, the findings, conclusions, recommendations and order of the administrative law judge shall automatically become the decision and order of the Director of Labor.

This hearing will be conducted **BY TELEPHONE** with the ALJ contacting you on the date and time stated above. If the phone number listed is incorrect, contact the hearings section at dol.hearings@illinois.gov as soon as possible with the corrected direct dial phone number. If additional individuals are to be contacted, the party is to provide the name and direct dial phone number of the additional individual to be included during the hearing to DOL.hearing@illinois.gov . If the phone number listed is not a direct dial phone number, please provide a **DIRECT DIAL NUMBER** to dol.hearings@illinois.gov as soon as possible. Technology constraints require you provide a **DIRECT DIAL PHONE NUMBER ONLY**. Also, technology constraints do not allow caller dial through or the ability to navigate automated operators. Non-direct dial numbers will result in the call not going through. For those with caller identification, this call will originate from various locations throughout the country, including but not limited to San Francisco. SOME CALLS PLACED BY THE DEPARTMENT ARE BLOCKED, IF YOUR PHONE HAS PRIVACY MANAGER OR ANONYMOUS CALL BLOCKER, THE CALL MAY NOT GO THROUGH. All calls placed by the Department are recorded.

The proceedings are subject to judicial review in accordance with the provisions of the Administrative Review Law, 735 ILCS 5/3-101 et seq. The Director of Labor's determination on the objections is final and binding unless a party to this proceeding applies for and obtains judicial review of the final administrative decision in accordance with the provisions of the Administrative Review Law.


Jane R. Flanagan
Director of Labor

STATE OF ILLINOIS)
)
COUNTY OF COOK)

CERTIFICATE OF SERVICE

Under penalties as provided by law, including pursuant to Section 1-109 of the Code of Civil Procedure, I **Blanca Hinojosa**, a non-attorney, affirm, certify or on oath state, that I served notice of the attached Notice of Hearing upon all parties to this case, or their agents appointed to receive service of process, by enclosing a copy of the Notice of Hearing and Attachments in Case No. **2025-H-RP08-2349** and a copy of the Certificate of Service in an envelope addressed to each party or party's agent at the respective address shown on the Notice of Hearing or on the Certificate of Service, having caused each envelope to be served by U.S. mail certified mail return receipt requested and regular mail with postage prepaid 160 North LaSalle Street, Chicago, Illinois, 60601 on the day of **August 26, 2024**, 2023 prior to 4:30 p.m.

Heat and Frost Local 19
The Previant Law Firm S.C.
c/o Angela R. Altieri
310 W. Wisconsin Ave., Suite 100 M.W.
Milwaukee, WI 52303
(414) 223-0420

HAND DELIVERED:

Nicholas Bedenk
Associate General Counsel
Illinois Department of Labor
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Stephanie Barton
Deputy General Counsel
Illinois Department of Labor
524 South 2nd St, Suite 400
Springfield, IL 62701

Jane R. Flanagan
Director of Labor
Illinois Department of Labor
160 N. LaSalle St., Ste. C-1300
Chicago, IL 60601

/s/Blanca Hinojosa
Office Assoc/ Illinois Department of Labor

Illinois Prevailing Wage

2025-H-RPO8-2349

EXHIBIT
A

Illinois Department of Labor
Chicago Office-Legal

AUG 15 2024

RECEIVED

RECEIVED
AUG 15 2024
R. N.H.
CEN Med



THE PREVIANT

L A W F I R M S . C .

State of Illinois – Department of Labor
Conciliation and Mediation Division
160 N. La Salle St., Ste. C-1300
Chicago, IL 60601

August 14, 2024

Re: Heat and Frost Insulators Local 19 Objections to the Illinois Department of Labor’s July 15, 2024 Prevailing Wage Schedule – and Demand for Section 9 Hearing.

Dear Director Flanagan,

Our firm represents Heat & Frost Insulators Local 19 (the “Petitioner”). This letter constitutes the Petitioner’s written notice of their objections to the Illinois Department of Labor’s July 15, 2024 Prevailing Wage Schedule and determinations made thereto with respect to the wage rates for the classification of Heat and Frost Insulator Journeymen in the following counties: Boone, Ogle, Stephenson, and Winnebago.

Petitioner objects to The July 15, 2024 Prevailing Wage Schedule and seeks to update the Prevailing Wage for the aforementioned classifications due to Petitioner’s collective bargaining agreement (“CBA”) wage rates.

Petitioner is a labor organization representing heat and frost insulators in both Wisconsin and Illinois. Within Illinois, Petitioner represents members in Boone, Ogle, Stephenson, and Winnebago counties.

As a labor organization representing members in the state of Illinois, Petitioner requests review of the current prevailing wages in Boone, Ogle, Stephenson, and Winnebago counties to update the wages based on supplemental information from Petitioner’s most up to date CBA which includes significantly higher wages for Heat and Frost Insulator Journeymen than the July 15, 2024 Prevailing Wage Schedules for those counties.

Petitioner objects to the July 15, 2024 Prevailing Wage Schedule because its wages were not considered in the survey. Petitioner’s wage schedule for Heat and Frost Insulator Journeymen is as follows and the information is further attached as Exhibits 1 and 2:

June 1, 2024 – November 31, 2024

	Journeyman	10% Foreman	18% Foreman
Wages	\$43.48	\$47.83	\$51.31
Health & Welfare	\$12.70	\$12.70	\$12.70
Pension	\$15.57	\$15.57	\$15.57



INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS & ASBESTOS WORKERS

Local No. 19 City Milwaukee State WI

Address N27 W23155 Roundy Drive Pewaukee, WI 53072
 (262) 548-9606 Heatandfrost19@insulators19.com

LOCAL 19				
HEAT AND FROST INSULATORS				
WAGE AND BENEFIT SCHEDULE				
June 1, 2024 - November 30, 2024				
		10.0%	18%	
	JOURNEYMAN	FOREMAN	FOREMAN	
WAGES	\$43.48	\$47.83	\$51.31	
HEALTH & WELFARE	\$12.70	\$12.70	\$12.70	
PENSION	\$15.57	\$15.57	\$15.57	
ANNUITY	\$8.40	\$8.40	\$8.40	
EDUCATION	\$0.83	\$0.83	\$0.83	
LMCTF	\$0.45	\$0.45	\$0.45	
Int'l LMCT	\$0.05	\$0.05	\$0.05	
INDUSTRY	\$0.15	\$0.15	\$0.15	
TOTAL	\$81.63	\$85.98	\$89.46	
DUES	\$3.47	\$3.65	\$3.80	

	1st Year	2nd Year	3rd Year	4th Year
	50%	65%	70%	85%
	APPREN.	APPREN.	APPREN.	APPREN.
WAGES	\$21.74	\$28.26	\$30.44	\$36.96
HEALTH & WELFARE	\$12.70	\$12.70	\$12.70	\$12.70
PENSION	\$0.00	\$15.57	\$15.57	\$15.57
ANNUITY	\$0.00	\$0.00	\$4.20	\$4.20
EDUCATION	\$0.83	\$0.83	\$0.83	\$0.83
LMCTF	\$0.45	\$0.45	\$0.45	\$0.45
Int'l LMCT	\$0.05	\$0.05	\$0.05	\$0.05
INDUSTRY	\$0.15	\$0.15	\$0.15	\$0.15
TOTAL	\$35.92	\$58.01	\$64.39	\$70.91
DUES	\$1.53	\$2.47	\$2.74	\$3.01





INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS & ASBESTOS WORKERS

Local No. 19 City Milwaukee State WI

Address N27 W23155 Roundy Drive Pewaukee, WI 53072
(262) 548-9606 Heatandfrost19@insulators19.com

LOCAL 19
HEAT AND FROST INSULATORS
IMPROVERS WAGE AND BENEFIT SCHEDULE
 June 1, 2024 - November 30, 2024

IMPROVERS	0-11 MON 45%	12-17 MON 55%	18-23 MON 60%	24-29 MON 65%
WAGES	\$19.57	\$23.91	\$26.09	\$28.26
HEALTH & WELFARE	\$12.70	\$12.70	\$12.70	\$12.70
PENSION	\$0.00	\$15.57	\$15.57	\$15.57
EDUCATION	\$0.83	\$0.83	\$0.83	\$0.83
LMCTF	\$0.45	\$0.45	\$0.45	\$0.45
INT'L LMCT	\$0.05	\$0.05	\$0.05	\$0.05
INDUSTRY	\$0.15	\$0.15	\$0.15	\$0.15
TOTAL	\$33.75	\$53.66	\$55.84	\$58.01
DUES	\$1.43	\$2.28	\$2.37	\$2.47
IMPROVERS	30-35 MON 70%	36-41 MON 75%	42-47 MON 80%	48-59 MON 85%
WAGES	\$30.44	\$32.61	\$34.78	\$36.96
HEALTH & WELFARE	\$12.70	\$12.70	\$12.70	\$12.70
PENSION	\$15.57	\$15.57	\$15.57	\$15.57
EDUCATION	\$0.83	\$0.83	\$0.83	\$0.83
LMCTF	\$0.45	\$0.45	\$0.45	\$0.45
INT'L LMCT	\$0.05	\$0.05	\$0.05	\$0.05
INDUSTRY	\$0.15	\$0.15	\$0.15	\$0.15
TOTAL	\$60.19	\$62.36	\$64.53	\$66.71
DUES	\$2.56	\$2.65	\$2.74	\$2.84

DUES AND ALL BENEFITS ARE BASED UPON TOTAL HOURS WORKED





INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS & ASBESTOS WORKERS

Local No. 19 City Milwaukee State WI

Address N27 W23155 Roundy Drive Pewaukee, WI 53072
(262) 548-9606 Heatandfrost19@insulators19.com

LOCAL 19				
HEAT AND FROST INSULATORS				
WAGE AND BENEFIT SCHEDULE				
December 1, 2024 - May 31, 2025				
		10.0%	18%	
	JOURNEYMAN	FOREMAN	FOREMAN	
WAGES	\$43.48	\$47.83	\$51.31	
HEALTH & WELFARE	\$12.70	\$12.70	\$12.70	
PENSION	\$15.57	\$15.57	\$15.57	
ANNUITY	\$8.40	\$8.40	\$8.40	
EDUCATION	\$1.38	\$1.38	\$1.38	
LMCTF	\$0.45	\$0.45	\$0.45	
Int'l LMCT	\$0.05	\$0.05	\$0.05	
INDUSTRY	\$0.15	\$0.15	\$0.15	
TOTAL	\$82.18	\$86.53	\$90.01	
DUES	\$3.49	\$3.68	\$3.83	
	1st Year	2nd Year	3rd Year	4th Year
	50%	65%	70%	85%
	APPREN.	APPREN.	APPREN.	APPREN.
WAGES	\$21.74	\$28.26	\$30.44	\$36.96
HEALTH & WELFARE	\$12.70	\$12.70	\$12.70	\$12.70
PENSION	\$0.00	\$15.57	\$15.57	\$15.57
ANNUITY	\$0.00	\$0.00	\$4.20	\$4.20
EDUCATION	\$1.38	\$1.38	\$1.38	\$1.38
LMCTF	\$0.45	\$0.45	\$0.45	\$0.45
Int'l LMCT	\$0.05	\$0.05	\$0.05	\$0.05
INDUSTRY	\$0.15	\$0.15	\$0.15	\$0.15
TOTAL	\$36.47	\$58.56	\$64.94	\$71.46
DUES	\$1.55	\$2.49	\$2.76	\$3.04



INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS & ASBESTOS WORKERS

Local No. 19 City Milwaukee State WI

Address N27 W23155 Roundy Drive Pewaukee, WI 53072
(262) 548-9606 Heatandfrost19@insulators19.com

LOCAL 19
 HEAT AND FROST INSULATORS
 IMPROVERS WAGE AND BENEFIT SCHEDULE
 December 1, 2024 - May 31, 2025

IMPROVERS	0-11 MON	12-17 MON	18-23 MON	24-29 MON
	45%	55%	60%	65%
WAGES	\$19.57	\$23.91	\$26.09	\$28.26
HEALTH & WELFARE	\$12.70	\$12.70	\$12.70	\$12.70
PENSION	\$0.00	\$15.57	\$15.57	\$15.57
EDUCATION	\$1.38	\$1.38	\$1.38	\$1.38
LMCTF	\$0.45	\$0.45	\$0.45	\$0.45
INT'L LMCT	\$0.05	\$0.05	\$0.05	\$0.05
INDUSTRY	\$0.15	\$0.15	\$0.15	\$0.15
TOTAL	\$34.30	\$54.21	\$56.39	\$58.56
DUES	\$1.46	\$2.30	\$2.40	\$2.49
IMPROVERS	30-35 MON	36-41 MON	42-47 MON	48-59 MON
	70%	75%	80%	85%
WAGES	\$30.44	\$32.61	\$34.78	\$36.96
HEALTH & WELFARE	\$12.70	\$12.70	\$12.70	\$12.70
PENSION	\$15.57	\$15.57	\$15.57	\$15.57
EDUCATION	\$1.38	\$1.38	\$1.38	\$1.38
LMCTF	\$0.45	\$0.45	\$0.45	\$0.45
INT'L LMCT	\$0.05	\$0.05	\$0.05	\$0.05
INDUSTRY	\$0.15	\$0.15	\$0.15	\$0.15
TOTAL	\$60.74	\$62.91	\$65.08	\$67.26
DUES	\$2.58	\$2.67	\$2.77	\$2.86

DUES AND ALL BENEFITS ARE BASED UPON TOTAL HOURS WORKED



WORKING AGREEMENT 2018 - 2023

WORKING AGREEMENT

BETWEEN

**Heat & Frost Insulators
Local 19**

And

**Wisconsin Insulation
Contractors Association**

2018 - 2023

Printed in the office of Local 19

Heat & Frost Insulators Labor Agreement
2015 - 2018

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**2018 - 2023
Heat and Frost Insulators
Local No. 19
Labor Agreement**

**ARTICLE I
PARTIES TO AGREEMENT**

This Agreement is entered into as of the 1st of June, 2018 by and between the WISCONSIN INSULATION CONTRACTORS ASSOCIATION, INC., and the HEAT AND FROST INSULATORS LOCAL 19 of Milwaukee and Madison, Wisconsin and vicinity.

**ARTICLE II
DEFINITIONS**

Section 2.1 The Wisconsin Insulation Contractors Association will be referred to in this Agreement as the "Association." Whenever the term "Contractor" or "Employer" is used in this Agreement, it is intended to mean, and shall refer to the individual contractors (employers) represented in collective bargaining by such Association or who, independently, have become parties to this Agreement.

Section 2.2 Heat and Frost Insulators Local No. 19 will be referred to in the Agreement as the "Union." The International Association of Heat and Frost Insulators and Asbestos Workers will be referred to in this Agreement as "International Union."

**ARTICLE III
WORK JURISDICTION AND RECOGNITION**

Section 3.1 (a) Scope. This Agreement covers the rate of pay, rules and working conditions of all Journeyman, Apprentices, and all subjourneymen engaged in the application, handling, fabrication, repair and manufacture of all forms and types of heat retention materials, all types and forms of fire stopping, and any and all types of materials used in the insulation industry as they apply to all equipment, duct work and piping systems in connection with the mechanical trades, as well as any and all types of lagging materials or protective jacketings used over insulation, as well as all forms of removable insulation, and all work performed by luggers under Section 7.2.

Section 3.1 (b) Fire Stop Technician. This agreement covers the rates of pay, hours and other terms and conditions of employment with firestopping or fireproofing technicians, and apprentices engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing, and maintenance of the following, when applied by machine or other application methods of all firestopping materials including, but not limited to: intumescent firestop sealant, intumescent firestop blocks, elastomeric firestop sealant, self-leveling firestop sealant, towelable firestop compound, firestop collars, composite sheets, putty pads, fire containment pillows, wrap strips, putty sticks, firestop mortar, firestop mastic, refractory ceramic fiber blanket for kitchen exhaust and fire rated duct systems, or other materials used in connection with labor, and to include other fire protection such as boots and cable coatings which are connected with the handling or distributing of the above insulating materials, or the repair and maintenance of all equipment, on job premises. The types of work shall include but not be limited to: top of wall, curtain wall, fire rated wall penetrations, grease ducts, stairwell pressurization systems, beam, column, and deck fireproofing. Application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke, or other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, and sealing of penetrating items and blank openings.

Section 3.2 (a) Recognition. It is mutually agreed, understood and acknowledged that the Heat and Frost Insulators and Allied Workers Local Union No. 19 is the sole and exclusive bargaining representative of all employees covered by this agreement. Upon the Union's request for recognition as majority representative, the Employer verified the evidence presented by the Union demonstrating that the Union represents an uncoerced majority of the Employer's insulation employees. Based on this clear and unequivocal demonstration of majority support, the Employer recognizes the Union as the sole and exclusive bargaining representative and acknowledges that the Union represents a majority of employees employed to perform bargaining unit work. The employer will recognize the local union as the NLRA Section 9(a) majority collective bargaining agent for all employees performing any work described in section 3.1 Scope within the jurisdiction of the Heat and Frost Insulators and Asbestos Workers Local Union #19 on all present and future job sites.

Section 3.2 (b) Sole Supplier. The Union shall be the sole supplier of employees who perform any of the duties described in Section 3.1 Scope.

Section 3.3 Within Territorial Jurisdiction. The Union claims territorial jurisdiction as assigned by the International Union, for the chartered cities of Milwaukee and Madison in the State of Wisconsin and for such "outside territory" as is situated within the counties of Columbia, Crawford, Dane, Dodge, Grant, Green, Iowa, Jefferson, Juneau, Kenosha, La Crosse, LaFayette, Marquette, Milwaukee, Monroe, Ozaukee, Racine, Richland, Rock, Sauk, Vernon, Walworth, Washington, and Waukesha in the State of Wisconsin and within the counties of Boone, Ogle, Stevenson and Winnebago in the State of Illinois.

Section 3.4 Outside Territorial Jurisdiction.

- (a) Employers domiciled within the chartered jurisdiction of Local Union No. 19 may send a Journeyman (Job Foreman) on any one contract within the jurisdiction of another local Union and may send additional employees in the event of insufficient supply of local labor in the territory involved.
- (b) Such employees shall receive the wage rate highest in either of the two locals, and the higher board or travel allowance applicable to the particular job site, and shall receive the fringe benefits of their home local, which shall be payable to their home local in accordance with its administration of same. 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. They shall work under the working conditions, such as hours and observed holidays, of the contract of the local in whose jurisdiction the job is located. For purposes of the Article the term "fringe benefits" includes welfare, pension, or other similar funds. An "operation" as herein defined means all contracts on or within the premises of buildings, mines, mills, factories, shipyards, etc.
- (c) **Outside Contractors.** When an employer comes in from outside the chartered jurisdiction of Local No. 19, he must secure all employees but one through the offices of Local Union No. 19.

Section 3.5 Jurisdictional Disputes.

(a) In the event of a jurisdictional dispute, it is agreed that there shall be no stoppage of work while the jurisdictional dispute is pending and the craft doing the work shall continue until the jurisdictional dispute is settled.

(b) It is further agreed that the International Presidents of the trades involved shall settle the jurisdictional dispute.

(c) In the event the jurisdictional dispute cannot be settled, within a reasonable time, in accordance with the provisions of subsection (b) of the Section, it shall be referred to arbitration in accordance with the provisions of the rules of the Impartial Jurisdictional Disputes Board.

**ARTICLE IV
UNION SECURITY**

Section 4.1 Union Shop. All present employees covered by this Agreement who are members of the Union on the effective date of this Section, shall remain members in good standing as a condition of continued employment. All present employees who are not members of the Union on the effective date of this Section, and all employees who are hired after such effective date, shall as a condition of continued employment, become and remain members of the Union, during the life of this Agreement, on or after seventh (7th) calendar day after their employment by an Employer or Employers covered by this Agreement, or seven (7) days after the effective date of this Section, whichever is later. Such seven (7) day period after which an employee is to join the Union shall be computed from the first day such employee enters the employment of any Employer covered by the Agreement. This section shall only be enforced where permitted by applicable law.

Section 4.2 Check off of Union Dues. The Employer agrees to deduct from the pay of all employees covered by this Agreement for all hours worked by them as and for union dues the hourly amounts from time to time determined by Heat and Frost Insulators Local Union No. 19, provided that the employees have authorized such deductions in writing in the proper form and that such authorizations were delivered to the Employer. See Appendix A.

The amounts so deducted shall be remitted by the Employer, monthly, to such

Local Union No. 19 on or before the fifteenth (15th) day of the month following the month in which the deductions were made.

ARTICLE V WORKDAY

Section 5.1 Workday Defined.

(a) The regular workday shall be eight (8) hours between 7:00 A.M. and 4:30 P.M. By mutual agreement among the employee, the employer and the union the regular workday shift may begin at 6:00 A.M. If the eight (8) hour shift cannot be completed within this time period, the entire shift is considered a second shift. (example: if a worker starts his or her shift at 9:00 a.m. and works until 5:30 p.m. the entire shift is considered shift work). Any hours worked prior to the regular shift start will be paid at one-and-one half (1.5) times the straight time hourly rate of pay. The employees shall be prepared to start work promptly at the starting time. There shall be five (5) minutes clean-up time before the required lunch break and work shall resume promptly one-half (1/2) hour after the lunch break begins. There shall be a ten (10) minute clean-up time commencing ten (10) minutes prior to quitting time but in no event shall the employees leave the job premises prior to the quitting time.

(b) The employee may work four (4) ten (10) hour days, by mutual consent of the employee, employer, and the Union, which will apply only to work performed Monday through Friday of the same work week.

Section 5.2 Shift Operations. When second and third shifts are worked, employees shall receive a premium of \$4.00 per hour added to the base hourly rate of pay.

Section 5.3 Notification. The employer shall notify the employee two (2) weeks or more in advance before declaring a day off for the regular workday that falls before or after a holiday listed in this Agreement. The employee shall notify the employer two (2) weeks or more in advance of taking a vacation except in an emergency.

Section 5.4 Coffee Breaks. Employees will be allowed one (1) 15-minute coffee break at their workstation within the first four (4) hours of their shift. Employees will also be allowed one (1) 15-minute coffee break during the final four hours of their shift if they are working a ten (10) hour or longer shift.

**ARTICLE VI
OVERTIME AND HOLIDAYS**

Section 6.1 Overtime.

(a) All work performed in excess of eight (8) hours per day, in the event the work week consists of five (5) eight (8) hour work days, or in excess of ten (10) hours per day or forty (40) hours per work week, in the event the work week consists of four (4) ten (10) hour work days as provided for in Section 5.1(b), Monday through Friday, shall be compensated at 1.5 times the straight-time hourly wage rate.

(b) The first ten (10) hours of work performed on Saturday shall be compensated at 1.5 times the straight time hourly rate of pay. All work performed on Saturday after ten (10) hours shall be compensated at double time the straight time hourly rate of pay.

(c) All work performed on Sundays and Holidays specified in Section 6.2 of this Article, shall be compensated at double the straight-time hourly rate of pay. Any double time day shall be deemed as starting at 12:00 a.m. of the double time day and shall continue until all hours are completed from any shift of which hours began on the double time day.

Section 6.2 Holidays.

(a) The Holidays referred to in Section 6.1 (c) of this Article shall be New Year's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day.

(b) No work shall be performed on Labor Day except in special cases of emergency: If work is so performed on Labor Day, it shall be compensated at three (3) times the straight-time hourly rate of pay.

(c) When an observed holiday falls on Saturday, the preceding day, Friday, shall be observed as a holiday; when it falls on a Sunday, the following day, Monday, shall be observed as a holiday.

**ARTICLE VII
WAGES**

Section 7.1 Wage Rates.

(a) The hourly total package rates for employees covered by this agreement shall be as follows:

Journeyman..... \$66.54 total package as of May 31, 2018.

Effective June 1, 2018 there shall be an increase of one dollar and fifty cents (\$1.50) per hour added to the total package.

Effective December 1, 2018 there shall be an increase of fifty cents (\$0.50) per hour added to the total package.

Effective June 1, 2019 there shall be an increase of two dollars and five cents (\$2.05) per hour added to the total package.

Effective June 1, 2020 there shall be an increase of two dollars and five cents (\$2.05) per hour added to the total package.

Effective June 1, 2021 there shall be an increase of two dollars and ten cents (\$2.10) per hour added to the total package.

Effective June 1, 2022 there shall be an increase of two dollars and ten cents (\$2.10) per hour added to the total package.

(b) **Summary of Wage Rates and Fringe Fund Contributions.** A summary of Wage Rates and contributions to Fringe Funds payable under Articles VII, IX and X of this Agreement is contained in Appendix "A" attached to this Agreement.

(c) **Weekly Pay.** All employees performing covered work as listed in Article III, Section 3.1, and all employees covered within this collective bargaining agreement, shall be paid and receive payment on a weekly basis.

(d) **Direct Deposit.** Direct deposit payroll shall not be made mandatory by or for the employee or employer. In the event direct deposit payroll is used, a weekly pay stub shall be mailed to all employees weekly.

(e) **Remote Jobsites.** In the event a jobsite is deemed 'remote' by the Union, or the employer does not have a 'branch' of their 'bank' deemed accessible by the Union, the employer shall provide an account at an institution for the purpose of cashing payroll checks, within a 30 mile radius of the jobsite.

Section 7.2 Heat and Frost Insulators Luggers.

(a) An employee employed as a Heat and Frost Insulators Luggers shall be paid the same rate as a first year apprentice as a minimum. If a Heat & Frost Insulator Luggers is assigned by an employer to a jobsite he/she must get a permit from the union with a specific end date three (3) months as a maximum. Heat and Frost Insulators Luggers shall receive the same fringe benefits excluding pension fund contributions, and the same travel allowances as apply to apprentices. The Employer may utilize Heat and Frost Insulators Luggers at the discretion of the Union. However, Heat and Frost Insulators Luggers may be utilized only if no first or second year apprentices are available for employment.

(b) The Heat and Frost Insulators Luggers duties shall be limited to unloading, loading, sweeping and clean-up, scaffold building, and similar unskilled work, which does not require the training of a Journeyman or Apprentice. At no time shall the Heat and Frost Insulators Luggers perform the application, preparation, fabrication or cutting of insulation materials. The Heat and Frost Insulators Luggers position shall be temporary, separate and distinct from the Journeyman and Apprentice covered by this Agreement; Heat and Frost Insulators Luggers shall be utilized only when a supplementary work force is necessary.

Section 7.3 Jury Duty Pay. Employees covered by this Agreement who are required to report for or serve on, jury duty on any scheduled workday, shall be paid by their Employer, one-half (1/2) of the straight-time hourly wages and fringe benefits they would have earned while on such jury duty, for a maximum of forty (40) hours.

Section 7.4 Foreman's Rate.

(a) A foreman selected at the discretion of the employer shall be required on any job comprising the following listed crews and shall be additionally compensated, per hour, as listed below:

Four (4) Man Crew (including foreman)	10% of journeyperson wage rate
Eight (8) Man Crew (including foreman)	18 % of journeyperson wage rate

(b) An assistant foreman selected at the discretion of the employer shall be required on any job comprising the following listed crews and shall be additionally compensated, per hour, as listed below:

Twelve (12) Man Crew (Including foreperson (general foreman) and assistant foreperson)	10% of journeyperson wage rate
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(c) Once a crew hits the twelve (12) man point the lead foreperson shall be known as the general foreman. There shall be one (1) working foreperson added for every twelve (12) additional workers thereafter.

Section 7.5 Excessive Compensation. The employer and employees agree not to enter into any individual agreement, which permits the employee to perform his work on any basis of pay other than an hourly rate, which shall not be less than the rate specified in the Agreement. It is further agreed that all forms of compensation related to employee productivity, such as bonus systems, quota systems, piecework systems, lumping labor systems, profit sharing systems and other incentive type arrangements will not be used.

Section 7.6 Height Pay. On composite crews, where a height pay premium is established in another craft, the same premium shall be paid to employees covered by this Agreement.

ARTICLE VIII TRAVEL ALLOWANCE AND OUT OF TOWN WORK

Section 8.1 Official Map. An official map mutually agreed upon by both parties will be used for determining zone areas for the zone cities of Milwaukee, Madison, Platteville, Farmington, Rockford, Racine and La Crosse. The zones are to be used in determining applicable board and travel allowances.

Section 8.2 Zone City Definitions.

(a) Zone cities in Local 19 jurisdictional territory are Milwaukee, WI, Madison, WI, Racine, WI, La Crosse, WI, Platteville, WI, Farmington, WI, and Rockford, IL.

(b) Employees shall select a "zone city" designation to be kept on file with the Union and shall remain designated to that "zone city" only, unless changed, in writing, with the Union, and only after being laid off for a minimum of two (2) weeks or when starting

work with a different contractor.

(c) All travelers will be given a zone city designation from the Union, which will be the Union's charter city of Milwaukee, WI.

Section 8.3 Travel Allowance. All employees covered by this Agreement shall receive a travel allowance (includes all travel, board and room expense) calculated on the basis of the mileage from the respective applicable zone city in accordance with Section 8.4, pursuant to the following schedule:

Mileage will be figured from the Federal Building of each zone city, or from the main U.S. Post Office where there is no Federal Building, and from the intersection of Hwy X and I94, in the county of Jefferson, for the Farmington zone.

0 to 45 miles	FREE
45 to 60 miles	\$25.00 per day
60 to 80 miles	\$35.00 per day
Over 80 miles	\$100.00 per day

Section 8.4 Application of Travel Allowance.

(a) An employee will be paid the applicable travel allowance as listed in Section 8.3 when directed by his employer to travel from the employee's zone city to jobsite. When the employee is requested from the employer to use a company vehicle to drive to jobsite, the employee will be paid the applicable travel allowance as listed in Section 8.3 unless the employee is being compensated with the appropriate wages due in accordance with Articles VI and VII, while driving.

(b) An employer is to be referred men by the Union to man jobs with the applicable travel allowance in accordance with Section 8.3 as calculated from the employee's zone city. There will be no transferring of men or their job assignments between zone cities (once an employee has a zone city designation that will remain his designation).

(c) In the event employees are working a four (4) ten (10) hour day schedule, when working in the furthest zone designation, employee will be paid five (5) days travel.

Section 8.5 Partial Work Day.

(a) In the event an employee works less than the full working day at the direction

of the employer or his representative, he will receive the full travel allowance.

(b) When employees report to work and cannot work, or be put to work, and are sent home because of inclement weather, they shall be entitled to receive two (2) hours' show-up pay. When the employee has worked for a minimum of two hours but is sent home due to inclement weather, they shall be entitled to receive four (4) hours pay.

Section 8.6 Holiday Travel Allowance. When an employee is working on a project (jobsite) which is over eighty (80) miles from the zone city, he or she shall be paid the daily travel allowance for the following six legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided that he or she works on the last available workday before the holiday and on the first available workday following the holiday.

Section 8.7 Parking Fees. In the event the location of a jobsite necessitates the use of parking facilities by an employee, the employer agrees to pay the incurred fees in full upon valid receipt.

ARTICLE IX TRUST FUNDS

Section 9.1 Health and Welfare Funds.

(a) Each Employer shall contribute to the Local 19 and 127 Welfare Fund for health and welfare benefits and administrative cost for each employee covered by this Agreement as per Appendix "A" per hour on all hours worked which may be altered with mutual agreement of both parties.

(b) Payments to the fund are to be made at the end of each month but no later than the fifteenth (15th) day of the following month, after which the payments will be considered to be delinquent. In the event an Employer becomes delinquent in his contributions and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer shall pay as liquidated damages, 20% of such delinquent payments and further such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one half percent (1-1/2%) per month, on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed.

In the event that the union refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorneys' fees and any other costs and expenses reasonably arising in connection with any collection action.

(c) If the employees are removed from the job by the Union to enforce such delinquent payments including liquidated damages, the employees shall be paid by the delinquent Employer for all lost time at the straight-time hourly rate.

(d) Such Welfare Fund, and the Plan related thereto, shall be administered by a board of trustees, on which the Union and the Association shall have equal representation, on the basis of a trust agreement heretofore entered into on the 20th day of November, 1952, as amended from time to time.

(e) The Trustees of the Health and Welfare Fund shall have the full authority to merge the Health and Welfare Fund with another Health and Welfare Fund at any time during the life of this Agreement. In the event that the Health and Welfare Fund merges, each employer shall have the same obligation to contribute to the new Fund as they did to the existing Health and Welfare Fund. In the event that the required contribution rate for the new Health and Welfare Fund is less than that required by the Local 19 and 127 Welfare Fund, any difference shall be added to the base wage rate of the employees covered by this Agreement.

(f) The parties agree that in the event that the United States government establishes a national health insurance program, or the State of Wisconsin establishes a statewide health insurance program to which the contractor is required to contribute and which duplicates coverage of the present health program established by this Agreement, the parties will meet to discuss and resolve the provisions of the federal and/or state law and the effect of the law upon the benefits and contributions in effect at that time.

Section 9.2 Pension Fund.

(a) Each Employer shall contribute to the Building Trades United Pension Trust Fund-Milwaukee and Vicinity, for each employee covered by this Agreement, an amount as described in Appendix "A" per hour for all hours worked for such employee.

(b) During the life of this Agreement, each Employer shall pay to the Pension Fund

for each apprentice hired and commencing his or her apprenticeship on or after October 16, 1989 the amount specified in Section 9.2 (a) for all hours worked after completion of one calendar year from the first workday or after completion of 750 hours worked, whichever is the later, calculated from the first day of bargaining unit work performed for any participating employer in Building Trades United Pension Trust Fund or any combination of such employers or the first day of non-bargaining work performed for a participating employer where such employee thereafter performs bargaining unit work for the same employer, whichever is earlier.

(c) The Trust Agreement dated June 1, 1959, which established said Building Trades United Pension Trust Fund, as it may be amended from time to time, shall govern the establishment, administration and operation of said Pension Trust Fund and of the Pension Plan, provided that the said Trust Agreement and said Plan contain provisions requiring uniform contributions, uniform formula of benefits and a single joint Employer-Union Board of Trustees. The employees covered by this Agreement are to receive such benefits as they are entitled to under said Trust Agreement and Pension Plan.

(d) Payments to the Fund are to be made at the end of each month but no later than the fifteenth (15th) day of the following month, after which the payments will be considered to be delinquent. In the event an Employer becomes delinquent in his contributions and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer shall pay as liquidated damages, 20% of such delinquent payments and further such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one-and one-half percent (1-1/2%) per month, on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the Union refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorneys' fees and any other costs and expenses reasonably arising in connection with any collection action.

(e) If the employees are removed from the job by the Union to enforce such delinquent payments including liquidated damages, the employees shall be paid by the delinquent Employer for all lost time at the straight-time hourly rate.

(f) The Employer agrees to abide by the terms and conditions of the above-

mentioned Trust Agreement, and the rules and regulations that are heretofore and hereafter adopted by the Trustees pursuant to such Trust Agreement; and accepts the Employer Trustees appointed by the association as provided in said Trust Agreement as his representative to administer such Trust Fund, and all such past or succeeding Employer Trustees as shall have been or will be appointed by the Association. The Employer hereby ratifies all actions already taken or to be taken by such Trustees within the scope of their authority

Section 9.3 Education Fund.

- (a) Each Employer shall pay to the Apprenticeship and Journeyman Education Fund, for each employee covered by this Agreement, an amount described in Appendix "A", for actual time worked by such employee.
- (b) Such Education Fund shall be administered by a board of trustees on which the Union and the Association shall have equal representation, and the administration of such Fund shall be governed by an appropriate trust agreement entered into on the first day of June, 1971, as amended from time to time.
- (c) Payments to the Fund are to be made at the end of each month but no later than the fifteenth (15th) day of the following month, after which the payments will be considered to be delinquent. In the event an Employer becomes delinquent in his contributions and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer shall pay as liquidated damages, 20% of such delinquent payments and further such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one-and one-half percent (1-1/2%) per month, on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the Union refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorneys' fees and any other costs and expenses reasonably arising in connection with any collection action.
- (d) If the employees are removed from the job by the Union to enforce such delinquent payments including liquidated damages, the employees shall be paid by the delinquent Employer for all lost time at the straight-time hourly rate.
- (e) This fund shall be in accordance with all Federal and State regulations

governing Joint Trust Fund and Trust Fund Trustees.

Section 9.4 Union Annuity Plan.

(a) (1) Each Employer covered by or subject to this Agreement shall pay monthly to the Union Annuity Plan, for all hours worked by each employee covered by this Agreement, the sum shown in Appendix "A" of this Agreement.

(2) The payments required to be made pursuant to subparagraph (1) of this subsection shall be made to the First Bank (N.A.), Milwaukee, Wisconsin, as depository, or to such other or successor depository as may be selected and appointed in accordance with the applicable Trust Agreement.

(b) The parties to this Agreement, and all Employers covered thereby, agree to be bound by all of the terms of the Trust Agreement governing the establishment, administration and operation of said Union Annuity Plan, as amended from time to time, and further, agree to be bound by all of the actions, rules and regulations heretofore and hereafter adopted by the Trustee, provided that such Trust Agreement, actions, rules and regulations are not to be inconsistent with this Agreement. Each Employer covered by this Agreement hereby accepts as trustee the Trustee appointed under and in accordance with such Trust Agreement. Such Employer hereby ratifies all actions already taken or to be taken by such Trustee within the scope of its authority.

(c) Annuity Plan payments are to be considered a fringe benefit, as are the Health and Welfare and Pension Fund benefits. Payments to the Union Annuity Plan are not subject to income tax withholding and Social Security (FICA) tax.

(d) Payments to the Fund are to be made at the end of each month but no later than the fifteenth (15th) day of the following month, after which the payments will be considered to be delinquent. In the event an Employer becomes delinquent in his contributions and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment in such event, such Employer shall pay as liquidated damages, 20% of such delinquent payments and further such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one-and-one-half percent (1-1/2%) per month, on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the Union refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorneys' fees and any other costs and expenses

reasonably arising in connection with any collection action.

Section 9.5 Employers Payment Bond.

(a) Each Employer performing work covered by this Agreement agrees to deposit with the Union a cash or surety bond in the face amount of \$25,000 if six (6) or fewer employees are employed by such Employer, in the face amount of \$50,000 if seven (7) to fifteen (15) employees are employed by such Employer, in the face amount of \$75,000 if sixteen (16) to thirty-nine (39) employees are employed by such Employer, and in the face amount of \$100,000 if forty (40) or more employees are employed by such Employer. Any such cash or surety bond shall assure the payment of all wages and expenses payable under this Agreement as well as all sums required to be paid to the Trust Funds referred to in this Article and to the Insulation Advancement Fund referred to in Article X.

(b) Current copy of all bonds listed in Section 9.5 (a) will be made available for inspection by the Union to the Association.

Section 9.6 Fund Collection & Verification. The Trustees of the several health and welfare, education, annuity and pension funds (to which funds payments are required to be made by Employers under this Agreement) may for the purpose of collecting any payments required to be made to such funds, including damages and costs, and for the purpose of enforcing rules of the trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement.

Section 9.7 Fringe Benefit Fund Trustees. The Employer agrees to pay lost-time wages to the various Fund Trustees in their employ when they attend quarterly Fund business meetings during the course of the regular workday.

Section 9.8 Liability Insurance. All Employers performing work described in Article III within jurisdiction of Local 19 shall file a Certificate of Insurance, establishing proof of Workman's Compensation and Employers Liability Insurance and all appropriate taxes in compliance with the Statutes limits as required by the State and Federal laws pertaining to Local 19's jurisdiction.

Section 9.9 Fund Payment.

(a) During the life of this Agreement each Employer covered by this Agreement shall pay the contributions payable to the fringe benefit funds enumerated in Article IX and Article X of this Agreement, in accordance with those Articles, not later than the fifteenth (15th) day of the month following the month for which payment is being made. The employer shall remit contributions for each of the funds provided for in this agreement to the address designated by each fund.

(b) Upon mutual agreement between the Association and the Union, the fund money destinations may be transferred to a different entity and location. The Employers signatory or otherwise bound by this Agreement shall be promptly notified of such transfer by the Local Union acting with consent of the Association.

Section 9.10 Labor Management Cooperative Trust. Effective June 1, 2011, the Employer shall contribute to the Labor-Management Cooperative Trust of Heat and Frost Insulators Local #19 ("LMCT") the amount of forty-five cents (\$0.45) per hour. The Labor-Management Cooperation Trust is established in accordance with Section 6(b) of the Labor Management Cooperation Act of 1978. The funds shall be used for the purposes established in the Act which encompasses payment of wages for day school to eligible apprentices, and for promotion and advancement of the industry.

All payments shall be made no later than the fifteenth (15) day of each month following the month for which the payment is made. In the event an employer becomes delinquent in the payment of the sums required to be paid to the LMCT as provided for in this Agreement, such employer shall become liable for the payment of liquidated damages and interest rates established by the Fund Trustees. In the event that any legal or administrative action becomes necessary to recover sums due the Trust Fund, the delinquent employer shall be required to pay all liquidated damages, interest, and attorneys' fees and court costs incurred.

The parties to this Trust Agreement hereby accept as Trustees the Trustees appointed in accordance with this Trust Agreement and all succeeding Trustees as have been or will be appointed in accordance with this Trust Agreement. The parties to this Trust Agreement ratify any actions already taken or to be taken by such Trustees within the scope of their authority.

The parties to this trust hereby agree to contribute \$0.04 per hour to the Construction Labor Management Coalition (CLMC), until such time as it is agreed upon by both parties that it is no longer necessary.

Both parties, Employer and Union, agree to meet quarterly each year. Meetings

will be set for February, May, August, and November, on the second Wednesday of the month. Financial reports will be given out at each quarterly meeting.

Section 9.11 International Heat and Frost Insulators and Asbestos Workers Labor Management Cooperative Trust. Commencing as of the effective date of this Agreement, and for the duration of this Agreement, the Employer agrees to make payments to The Heat and Frost Insulators and Asbestos Workers Labor-Management Cooperative Trust (LMCT) for each employee covered by this Agreement, as follows:

- (a) For each hour worked, for which an employee works, the Employer shall make a contribution of five cents (\$0.05) to the LMCT. These funds will be sent to the LMCT on a monthly basis.
- (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 classification: 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.

ARTICLE X INSULATION ADVANCEMENT FUND

Section 10.1 (a) During the life of this Agreement each Employer covered by this Agreement shall pay an amount of ten cents (\$.10) per hour for each hour worked by all employees covered by this Agreement, to the Wisconsin Insulation Advancement Fund, Inc. ("I.A.F.Fund").

(b) In the event it becomes necessary to institute collection proceedings against any Employer delinquent in payments to the Insulation Advancement Fund required by Section 10.1 (a), the two Funds shall assume pro rata, the legal and other costs of collection.

Section 10.2 The payments to be made under this Article shall be made monthly, not later than on the fifteenth (15th) day of the month following the month for

which payment is made, and shall be transmitted to the Wisconsin Insulation Advancement Fund, Inc., c/o Wisconsin Insulation Contractors Association, Inc., P.O. Box 26797, Milwaukee, WI 53226.

Section 10.3 The payments so made to the I.A.F. Fund shall be used for industry advancement, promotional and related purposes in accordance with the Articles of Incorporation and Bylaws of such I.A.F. Fund.

Section 10.4 The Employer agrees to be bound by the Articles of this Incorporation and Bylaws of the Wisconsin Insulation Advancement Fund, Inc. and by the rules and regulations heretofore and hereafter adopted by the Board of Directors in pursuance thereof, and accepts the officers and directors of said I.A.F. Fund, as have been selected and appointed in accordance with said Articles and Bylaws, as his representatives to administer the said I.A.F. Fund, and all such past and succeeding officers and directors as have been or will be selected. Such Employer hereby ratifies all actions already taken or to be taken by such officers and directors within the scope of their authority.

Section 10.5 The officers and directors of the I.A.F. Fund are hereby authorized to establish schedules of liquidated damages to be assessed against, and to be paid by, any Employer who fails to make timely payment to the I.A.F. Fund in accordance with Section 10.2.

Section 10.7 The bylaws of the I.A.F. Fund shall provide that its funds may not be used for purposes detrimental to Heat and Frost Insulators Local No. 19. The representatives of Local No. 19 will be given an opportunity to review the annual audit report of the I.A.F. Fund.

ARTICLE XI APPRENTICES

Section 11.1 Ratio. The ratio of Apprentices should equal but not exceed a ratio of one (1) Apprentice to three (3) Journeymen employed in a shop. Apprentices shall execute work in the company of a Journeyman and in conjunction with the Apprentice program described herein. At no time should any sub-journeyman work alone. This includes apprentices, lugger, or any other worker not classified as a journeyman. Wording in this paragraph may, from time to time, be adjusted as necessary in an effort

to reclaim or maintain market share, or when needed in a campaign, on a temporary basis and only after approval from the Union.

Section 11.2 Apprentices' Wages. Apprentices indentured on or after June 1, 1999 shall serve a four (4) year apprenticeship, and shall be paid in accordance with Section 11.2 (a) except for Annuity contributions, which will commence upon reaching third year Apprentice status at 50% of Journeyman Annuity. See Appendix "A".

ARTICLE XII STANDARD OF WORK & LIMITATIONS

Section 12.1 Tenure of Employment.

- (a) Employees shall be considered "at work" for an Employer from the time they accept employment, and they shall proceed to and execute said work in a faithful workmanlike manner, and shall not quit the same until after reasonable notice has been given to the Employer. Journeypersons in charge of out-of-town jobs, where board is paid shall complete the same before leaving the shop of the Employer.
- (b) Employer shall notify the Union office and the employee no later than two (2) hours after the start of the scheduled workday on the day of any layoffs of employees, or earlier wherever practical.
- (c) When an employee is terminated or indefinitely laid off from employment, the employer shall furnish the employee and the Union a written notice stating the reason for the termination or layoff.
- (d) When an employee is working for an employer that is not domiciled within the jurisdiction of Local 19 or is not signatory with Local 19, and that employee is laid off, that employee shall be paid for all hours worked prior to being laid off. Any employee not 'made whole' at the time of "lay off" shall be compensated at the appropriate rates until they are 'made whole'.

Section 12.2 No Restriction on Work. The Union agrees that there shall be no limitation or restrictions placed upon the individual working efforts of the employees.

Section 12.3 Job Work Orders.

- (a) The Employer shall furnish to the Foreperson or employee starting a job, a detailed explicit work order giving the scope and specifications to be followed in executing the work under that job. Such work order shall take precedence over the specifications issued by the architect or engineer. In the absence of either of the above the employee will then perform work in accordance to the current MICA "National Commercial & Industrial Insulation Standards" Manual.
- (b) The employer shall notify the Union upon completion of projects, approximate man hours, type of work with approximate footages, and location, listing all types of jacketing, lagging, or any other types of protective coverings.

**ARTICLE XIII
JOB STEWARDS**

A Job Steward may be designated on any operation totaling eight (8) men or women or more when, in the opinion of the Business Agent, it is warranted. He shall be appointed by the Business Agent after consultation with employer. Should a dispute arise, the Job Steward shall notify the Business Agent at once. The Union Representative shall use every means to adjust such grievance without stoppage of work. The Job Steward shall be the seventh (7th) last employee laid off.

**ARTICLE XIV
RESPONSIBILITY OF & CARE FOR TOOLS**

Section 14.1

(a) Hand Tools. Employee shall furnish and maintain at his/her expense a Journeypersons compliment of hand tools, in accordance with the required Journeyman's tool list.

Razor Knife	Tool box or bag	Tape measure
Tool pouch or bag	Boning knife	Sharpening stone
6" point trowel	Scissors	End cutting nippers
Aviation snips	Channel lock pliers	Keyhole/drywall saw
26" saw (rip/pruning type)	Screwdriver	Scratch Awl
Cotter key extractor	Tin snips (duckbill/bullnose)	Wing dividers
Flat trowel	Block hammer	Miter card or book
Straps for securing material	Rubbers for securing material	Circumference tape
Hammer for metal work	Knife for armaflex-type insulation	Square
Lineman's pliers		

All other tools shall be supplied by the contractor.

- (b) Contractors shall furnish all safety equipment, dust masks and OSHA approved respirators.

Section 14.2 Power Tools.

- (a) The Employer shall furnish the jobs with all power tools and the necessary safety equipment for their safe operation.
- (b) The employee shall be held accountable for the loss or damage to power tools due to his/her gross negligence.

**ARTICLE XV
OTHER EMPLOYERS**

Section 15.1

- (a) It is agreed that if, during the life of this Agreement, the Union should grant terms, wages, hours and working conditions more favorable than those provided for in this Agreement to any other contractor or Employer who is not a party, or subject to, or covered by this Agreement, then such more favorable terms, wages, hours and working conditions shall immediately be allowed to the contractors and Employers who are party to, or are subject to the provisions of this Agreement. The Union agrees that it shall immediately notify the Association of any such concessions or of any such more favorable terms, wages, hours or working conditions allowed or granted to such other contractors or Employers.
- (b) In cases where Building Trades Councils sign a project/labor agreement on a particular project, any concessions made by the Union to grant more favorable terms, then these concessions would also be available to all insulation contractors or employers for this particular project only.

Section 15.2 Subcontracting. The Employers agree that they will not sublet or contract out any work described in Section 3.1, except to contractors bound by terms and conditions of this Agreement, and the Union agrees not to contract, subcontract or estimate on work nor allow its membership to do so nor to act in any trade capacity other than that of workman. It is also agreed that no member of a firm or officer of a

corporation or their representative or agents shall execute any part of the work application of materials and in no case shall any member of the Union estimate on or give any labor figures.

Section 15.3 Owner Member. In the event the owner of a contractor or the spouse of the owner of a contractor performs work covered by this agreement, the contractor shall make the contributions to the fringe benefit funds for a minimum of 160 hours each month for such owner or employee-spouse. Owners or managerial employees, who do not perform covered work, but participate in any fund, shall have contributions to such fund made at a minimum of 160 hours per month.

ARTICLE XVI APPRENTICESHIP TRAINING

Section 16.1 Employers may employ apprentices in accordance with the Wisconsin Department of Workforce Development Bureau of Apprenticeship Standards (Chapter 106, Wis. Stats.) and their employment shall be governed by the "Heat and Frost Insulators Apprenticeship Standards for the Southern WI Area" as approved by such Department.

ARTICLE XVII NONDISCRIMINATION IN EMPLOYMENT

Section 17.1 Neither the Union nor the Employer shall discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. This obligation not to discriminate in employment includes but is not limited to the following: Hiring, placement, upgrading, transfer or demotion, recruitment, advertising or solicitation for employment, training during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff or termination of employees.

ARTICLE XVIII NO STRIKE

Section 18.1 Strikes. There shall be no strikes or lockouts for any reason during the life of this Agreement.

Section 18.2 Picket Lines. The Employers hereby agree that they will not discipline or discharge employees covered under this Agreement who refuse to work on job-sites when a primary picket line exists.

ARTICLE XIX GRIEVANCE PROCEDURE

Section 19.1 Joint Trade Board. There is established Joint Trade Board consisting of three (3) members appointed by the Association, and of three (3) members appointed by the Union.

Section 19.2 Duties of Joint Trade Board.

(a) **Operations Under Agreement.** The Joint Trade Board shall have the right to investigate all labor operations of the parties to this Agreement within its prescribed limits, insofar as any of the provisions of this Agreement are involved, and in connection with which any question may arise, for this purpose the Board shall have the right to summon, question and examine any party to this Agreement or their representative or agent.

(b) **Settlement of Grievances.** The Board shall settle and adjust grievances, controversies and disputes arising under the provisions of this Agreement. In the event any such grievance, controversy or dispute should arise, and cannot be settled by the parties themselves, the affected party must give written notice to the Secretary of the Joint Trade Board within sixty (60) days in order that the matter may be referred to such Board.

Section 19.3 Procedure. The Joint Trade Board shall be governed by the following rules:

(a) Regular meetings shall be held quarterly in January, April, July and October.

(b) Special meetings shall be called by the Chairman of the Board upon written request by either the Association or Union members of the Board, which request shall state the object for which the meeting is to be called. At special meetings there shall be discussed only such matters as were designated in said written request.

(c) Four (4) members of the Board two (2) representing the union and two (2) representing the Association, shall constitute a quorum. The number of ballots cast by either the Union members of the Board or by the Association members of the Board, shall be equal.

(d) The vote on all questions relating to violations of this Agreement shall be by secret ballot.

(e) All decisions of the Board shall be made by a majority vote.

(f) In the event the Board finds that the Articles of this Agreement have been violated by any party thereto, it shall have the power to impose fines or other penalties, if agreed to by a vote as above specified. Such fines or penalties shall be imposed against either the Union member or the Association member as the case may be, and the Board shall see that any fines or penalties so imposed are satisfied. The charitable disposition of monies so collected shall be decided by the Board.

ARTICLE XX ARBITRATION

Section 20.1 Impartial Arbitrator. In the event a matter cannot be satisfactorily settled or adjusted by the Joint Trade Board, and the matter shall be submitted to him for decision. The decision of the impartial arbitrator shall be binding upon both parties.

Section 20.2 Selection. If the Joint Trade Board cannot agree upon the selection of such impartial arbitrator within five (5) days after arbitration has been decided upon, the Association members or the Union members of the Board may request the appointment of such impartial arbitrator by the Federal Mediation and Conciliation Service, and the appointment so made shall be recognized by all parties concerned.

Section 20.3 Fees and Expenses. The fees of the impartial arbitrator, and all expenses of the Joint Trade Board, shall be borne equally by the Association and the Union.

ARTICLE XXI HEALTH AND SAFETY

Section 21.1 The Employers agree that safe working conditions shall be provided on all jobs in accordance with the State Safety Codes and OSHA. The employee will not be responsible for the loss, damage or theft of safety equipment issued by the Employer except in a case of gross negligence by the employee.

Section 21.2 (a) The parties agree to implement the current IAHFIAW alcohol and drug abuse policy, and the Local 19 substance abuse policy.

Section 21.2 (b) Both parties, Employers and Union, do agree to abide by all rules and regulations of the Occupational Safety and Health Act, as may be amended from time to time. Both parties, Employers and Union, do agree to develop and promote specialized training courses for all members such as, but not limited to; Journeyman upgrade, OSHA 30, lift training, confined space training, etc. Members will be given a \$100 stipend per day that was completed on his or her own time, upon successful completion of the course. Such stipends shall be paid out of the LMCTF. The dates and parameters of these classes will be overseen by the LMCT.

Section 21.3 Aerogel/Pyrogel/Cryogel. In the event one of these types of insulation products are being used, the employer shall supply full face respirators that utilize 3M PF100 cartridges or the equivalent, Tyvek suits, and gloves in order to perform the job safely.

ARTICLE XXII COMPLETE AGREEMENT

Section 22.1 Separability Clause. Any provisions of this Agreement which may be violation of any applicable Federal or State law shall not be effective and not be binding upon the parties hereto. In the event that any of the provisions of this Agreement are held or constituted to be void, or to be in violation of any such laws, the remainder of the Agreement shall remain in full force and effect, unless the parts or provisions so found to be void or in violation of any such laws are wholly inseparable from the remaining portion of this Agreement.

Section 22.2 Duration of Agreement. This Agreement shall be binding upon

WORKING AGREEMENT 2018 - 2023

the parties, their successors and assigns, and shall continue in full force and effect, until May 31, 2023, and from year to year thereafter unless terminated or opened for modification by written notice given by either party to the other no less than ninety (90) days prior to said expiration date, or any anniversary hereof. Such notice shall contain a written statement of the changes desired by the party giving such notice. In the event the Agreement is opened for modification, it shall continue after the original contract period from day to day, unless either party gives written notice to the other party that the Agreement is terminated. Since it is the intention of the parties to settle and determine, for the term of this Agreement, all matters constituting the proper subject of collective bargaining between them, it is expressly agreed that there shall be no reopening of this Agreement for any matter pertaining to rates of pay, wages, hours of work or other terms and conditions of employment, or otherwise, during the term of this Agreement.

WORKING AGREEMENT 2018 - 2023

Appendix A
Rates in effect at June 1, 2018

	<u>JOURNEYMAN</u>	<u>10% FOREMAN</u>	<u>18% FOREMAN</u>	
WAGES	\$34.03	\$37.43	\$40.16	
HEALTH & WELFARE	\$10.95	\$10.95	\$10.95	
PENSION	\$13.12	\$13.12	\$13.12	
ANNUITY	\$7.55	\$7.55	\$7.55	
EDUCATION	\$0.48	\$0.48	\$0.48	
LMCTF	\$0.45	\$0.45	\$0.45	
INT'L LMCT	\$0.05	\$0.05	\$0.05	
INDUSTRY	\$0.10	\$0.10	\$0.10	
TOTAL	\$68.08	\$71.48	\$74.21	
DUES WITHHELD	\$2.91	\$3.13	\$3.35	
APPRENTICES:	50%	65%	70%	85%
WAGES (PER HOUR)	\$17.02	\$22.12	\$23.82	\$28.93
HEALTH AND WELFARE	\$10.95	\$10.95	\$10.95	\$10.95
PENSION	\$0.00	\$13.12	\$13.12	\$13.12
ANNUITY	\$0.00	\$0.00	\$3.78	\$3.78
EDUCATION	\$0.48	\$0.48	\$0.48	\$0.48
LMCTF	\$0.45	\$0.45	\$0.45	\$0.45
INT'L LMCT	\$0.05	\$0.05	\$0.05	\$0.05
INDUSTRY	\$0.10	\$0.10	\$0.10	\$0.10
TOTAL	\$29.05	\$47.27	\$53.42	\$58.53
DUES WITHHELD	\$1.46	\$1.89	\$2.04	\$2.47

NOTES: Dues are withheld per hour worked. Pension, Welfare, Annuity, LMCTF, International LMCT, Industry, and Education Fund are paid on all hours worked. These wages and benefits are good from June 1, 2018 through November 30, 2018, and will be updated at that time and from year to year thereafter.

WORKING AGREEMENT 2018 - 2023

HEAT AND FROST INSULATORS LOCAL NO. 19

By _____
Business Manager

By _____
President

WISCONSIN INSULATION CONTRACTORS ASSOCIATION, INC.

By _____
Chairman Negotiations Committee – President

By _____
Vice President

INDEPENDENT CONTRACTOR

Company Name

By _____
Company Representative/Title

Address _____

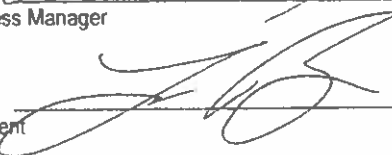
Phone Number (_____) _____ DATE: _____

WORKING AGREEMENT 2018 - 2023

WORKING AGREEMENT 2018 - 2023

HEAT AND FROST INSULATORS LOCAL NO. 19

By 
Business Manager

By 
President

WISCONSIN INSULATION CONTRACTORS ASSOCIATION, INC.

By 
Chairman Negotiations Committee - President

By _____
Vice President

INDEPENDENT CONTRACTOR

Company Name

By _____
Company Representative/Title

Address _____

Phone Number () _____ DATE: _____

AMENDMENT TO CONTRACT

a. Section 21.2 (d) CORE

Both parties agree to encourage and promote the CORE program, as it continues to evolve, which is designed for the health and wellbeing of every member.

b. Section 21.2 (c)

Both parties agree, in a concerted effort to promote and maintain safe workplaces, to actively participate in the safety plans *set forth and agreed upon by WICA and Local 19.*

c. Section 21.2 (b)

OSHA 30 training classes will be put on by Local 19 and offered to all members. Expenses for OSHA 30 classes will be split equally between both parties, Local 19 and Wisconsin Insulation Advancement Fund. All members of Local 19 will successfully complete OSHA 30 prior to December 31, 2023. Any current members who have not completed OSHA 30 prior to December 31, 2023 will no longer be eligible for the completion stipends.

d. Section 9.4 Union Annuity Plan

(3) In order for employees to make elective, pre-tax employee 401(k) contributions to the Fund, the employee must specify the amount to be deducted in conformance with the terms and conditions established by the Trustees, on a form prescribed by the Plan Administrator. The fund will provide to the employer any required documentation to validate the fund is compliant with 401k pre-tax exemptions per IRS tax guidelines.

e. Section 7.1 Wage Rates

June 1, 2023 there shall be an increase of \$2.35, out of which \$0.05 going to IAF

June 1, 2024 there shall be an increase of \$2.40

June 1, 2025 there shall be an increase of \$2.50

f. Article XXII, Section 22.2

Change termination date to read "May 31, 2026"

MEMORANDUM OF UNDERSTANDING

Heat and Frost Insulators Local 19 ("Union") and Wisconsin Insulation Contractors Association, Inc., ("Association"), parties to a Collective Bargaining Agreement ("Agreement") effective June 1, 2024, through May 31, 2026, hereby enter into this Memorandum of Understanding as follows:

1. Effective December 1, 2024, the Joint Apprenticeship Training Fund contribution required by each Contractor represented in collective bargaining by the Association, or who independently has become party to the Agreement, will increase by \$.55/hour, from \$.83/hour to \$1.38/hour on all hours worked by each employee covered by the Agreement.
2. Appendix A of the parties' Agreement is accordingly hereby amended to reflect an hourly contribution of \$1.38 to the Education Fund for each classification listed therein.
3. All other terms of the parties' Agreement will remain in full force and effect without modification.

Heat and Frost Insulators Local 19

By: 
Brett Large

Title: Business Manager

Date: 5/6/24

Wisconsin Insulation Contractors Association, Inc.

By: 

Title President WICA

Date: May 6, 2024

**Constitution
and
By-laws**

**Asbestos Workers
Local 19**

**An affiliate of
International Association
of Heat and Frost Insulators
and
Asbestos Workers AFL-CIO**

Adopted July 12, 1974

Amended: Oct. 11, 1974
May 13, 1977
May 14, 1983
April 10, 1993
August 8, 2003
June 1, 2008



HEAT AND FROST INSULATORS LOCAL 19 BY-LAWS

ARTICLE I NAME, JURISDICTION, OBJECTIVES

Section 1.

This organization shall be known as Heat and Frost Insulators Local Union No. 19 as an affiliated member of the International Association of Heat and Frost Insulators and Asbestos Workers.

Section 2.

Local Union No. 19 shall have complete jurisdiction over Heat and Frost Insulators employed within the area shown on the official territorial map published by the International Office. This territorial jurisdiction is situated within the counties of Columbia, Crawford, Dane, Dodge, Grant, Green, Iowa, Jefferson, Juneau, Kenosha, La Crosse, LaFayette, Marquette, Milwaukee, Monroe, Ozaukee, Racine, Richland, Rock, Sauk, Vernon, Walworth, Washington, and Waukesha in the State of Wisconsin and within the counties of Boone, Ogle, Stevenson and Winnebago in the State of Illinois.

Section 3.

Objectives and principals of this body are:

(a) To promote the growth and development of the Union and the trade through apprenticeship and journeyman training programs.

(b) To aid and assist all brother members in maintaining a decent standard of living including wages.

working conditions and benefits through collective bargaining.

(c) To promote the development of health and safety practices and procedures to the end of protecting the health and safety of all tradesmen on all jobs.

(d) To receive, manage, invest, expend or otherwise use the funds and property of this organization to carryout the duties and to achieve the objectives set forth in these By-Laws and for such additional purposes as will further the interests of this organization and its members.

(e) To engage in legislative, charitable, educational and other activities which will further the interests of this Union and it's members.

(f) To develop to the highest degree possible and to exchange any and all information and to make available such data that might assist our affiliated local unions in giving the best possible service to their membership.

(g) To provide assistance, financial, moral, or other, to other labor organizations, or other bodies having purposes and objectives similar or related to those of this organization.

(h) We determine and assert that the participation of this labor organization, individually and with other organizations, in the pursuit and attainment of the objectives set forth herein are for the sole benefit of this organization and it's members.

ARTICLE II MEMBERSHIP

Section 1.

Membership in this Union shall be confined to members in good standing as defined in Article III of the International Association Constitution and By-Laws.

ARTICLE III OFFICERS, DELEGATES, ELECTIONS, ELIGIBILITY, TERM

Section 1.

Officers, eligibility, and elections shall be in accordance with Article XX of the International Constitution and By-Laws.

Section 2.

In order to be eligible for the position of Local Union President, Vice President, Financial Secretary, Business Manager, Business Agent, and Convention Delegate, a member must be in attendance at a majority of regular Local Union meetings during the twelve (12) months prior to the date of nomination. Meeting attendance shall be verified by the roll call of officers book or by signing the official meeting attendance book at the door. The attendance book shall be closed one-half (1/2) hour after the start of the meeting and turned over to the Financial Secretary.

Section 3.

The consolidation of Local Union offices shall be in

compliance with Article XX, Section 3, of the International Constitution and By-Laws.

(a) Any consolidation of offices shall be reviewed by the Executive Board, followed by a recommendation to the body and a vote at a special called membership meeting.

Section 4.

Nomination of officers shall take place at September meeting of the election year.

Section 5.

The election of officers shall take place at a special called membership meeting, following nominations, in October of the election year.

Section 6.

All officers' terms shall be for a period of three (3) years.

Section 7.

Two (2) Executive Board members shall be elected at the regular election for all officers, with the elected Recording Secretary serving as a third (3rd) Executive Board member, and two (2) Executive Board members shall be elected on off election years.

Section 8.

The Business Agent shall be elected on off election years, at the same time as two (2) Executive Board members.

(a) The first term of Business Agent will expire October of 1994.

Section 9.

In the event an office becomes vacant, the President shall appoint a temporary officer until a successor can be elected.

**ARTICLE IV
OFFICERS DUTIES, WAGES,
ALLOWANCES, AND EXPENSES**

Section 1.

All officers' duties shall be those as defined in Article XXI of the International Constitution and By-Laws. They are also to include the following:

(a) **President:** He shall also serve as Trustee to the Heat and Frost Insulators Local 19 Education and Health and Welfare Funds. He shall also serve as a delegate to all conventions and conferences.

(b) **Sergeant-At-Arms:** He shall be responsible for the official meeting attendance book at the door until such time as he deposits the book with the Financial Secretary.

(c) **Business Manager:** He shall also serve as Treasurer of the Union. He shall also serve as Trustee to the heat and Frost Insulators Local 19 Education, Health and Welfare, and Pension funds. He shall also be a delegate to all conventions and conferences. He shall work only for Heat and Frost Insulators Local 19. He may be allowed to take a labor board position with the approval of the Heat and Frost Insulators Local 19 Executive Board.

Section 2.

The wages and allowances of the officers shall be such as the Union may from time to time determine. A copy of up-to-date salary and allowance structure must be attached and made a part of these By-Laws. Any salary or allowance adjustment requests shall be made through the Trustees and Executive Board followed by a vote of the membership at a special called meeting.

Section 3.

All officers shall pay Union Dues as required of all members.

Section 4.

All officers shall deliver all of their books, records and other property of the Local Union, in their possession, to their respective successors in the office upon the close of their respective terms of office.

Section 5.

All receipts and expenses must be audited semiannually by the Trustees with the Treasurer, Financial Secretary, Recording Secretary and President present. There shall be a professional audit by an accredited CPA every three (3) years on the year of the Local Union election.

**ARTICLE V
OTHER EXPENSES**

Section 1.

Union Automobiles. New automobiles are to be

purchased for Union business every three (3) years if needed. Gas, insurance, maintenance and all repairs shall be paid by Local 19.

Section 2.

Executive board members and Trustees shall receive \$25.00 for each meeting he attends. Trade Board, Apprenticeship Board, Education Fund Board, Negotiations Board and all other special committee members shall receive \$25.00 for each meeting he attends.

Section 3.

When the family requests pallbearers from the Union, they shall be paid one-half (1/2) days pay consistent with the hourly journeyman's rate.

Section 4.

Donations: The Executive Board shall screen all donations requested and make a recommendation to the members at the regular meeting.

Section 5.

Recreation: Union parties and sports teams as recommended after review by the Executive Board and voted on at a regular Union meeting.

Section 6.

Disability Benefit. A disability in the amount of \$200.00 shall be paid to a member, upon written request, when he is confined to a hospital for five (5) days or more for loss of work due to disability for two (2) weeks or more per occurrence. Disability benefit shall increase to \$500.00 if off for four (4) weeks or \$1,000.00 if off for eight (8) weeks or more per occurrence. Eligibility is to be determined by the Executive Board.

Section 7.

Funerals: Funeral flowers, donations, or memorials shall be sent upon the death of a member or a member's spouse.

Section 8.

All officers and delegates shall receive wages and allowance in accordance with the following schedule:

a) **President:** He shall receive a salary of \$165.00 per month paid monthly. This amount to change by the same percentage as the Heat & Frost Insulators total package changes. The base year beginning June 2003 to May 2004.

(b) **Vice-President:** He shall receive a salary of \$82.50 per month paid monthly. This amount to change by the same percentage as the Heat & Frost Insulators total package changes. The base year beginning June 2003 to May 2004.

(c) **Financial Secretary:** He shall receive a salary of \$330.00 per month paid monthly. This amount to change by the same percentage as the Heat & Frost Insulators total package changes. The base year beginning June 2003 to May 2004.

(d) **Recording Secretary:** He shall receive a salary of \$110.00 per month paid monthly. This amount to change by the same percentage as the Heat & Frost Insulators total package changes. The base year beginning June 2003 to May 2004.

(e) **Sergeant at Arms:** He shall receive a salary of \$27.50 per month paid monthly. This amount to change by the same percentage as the Heat & Frost Insulators total package changes. The base year beginning June 2003 to May 2004.

(f) **Business Manager:** He shall receive the highest negotiated foreman's wage rate per hour and he shall be paid on 40 hours per week for all weeks worked. Health and Welfare, Pension, and Annuity Fund contributions shall be remitted on 40 hours per week for all weeks worked. He shall receive and expense allowance of \$35.00 per week for all weeks worked. He shall be reimbursed at the same rate that the IRS allows for vehicle mile deduction.

(g) **Business Agent:** He shall receive the negotiated foreman's wage and benefit rate per hour for all hours worked not to exceed 40 hours per week.

(h) Out of town business expenses including travel, meals, and lodging of the Business Manager or other officers shall be paid upon receipt of expense voucher with bills for approval by the Executive Board and membership.

(j) **Organizer.** In the event the union employs an organizer, the organizer shall be appointed by the Business Manager and shall preside over Organizing Committee Meetings. The organizer shall be paid at the regular journeyman's wage rate and benefit schedule for forty-five (45) straight time hours per week.

Section 9.

President/Vice President Loss of Time. President and Vice President shall be reimbursed for actual loss of time for all meetings required.

Section 10.

Picketing. Picketers shall be paid \$75.00 per day for picketing, bannering, or handbilling.

**ARTICLE VI
HEAT AND FROST INSULATORS
LOCAL 19 LOCAL AUTONOMY**

Section 1.

The Local Union can only exercise local autonomy in matters upon which the International Constitution and By-Laws are silent.

Section 2.

All members shall pay at a minimum monthly Union dues equal to the Per Capita plus \$1.00.

Section 3.

When employed in another trade, and paying dues to another trade, the member shall only be obligated to pay the Per Capita charges.

Section 4.

Under no circumstances shall a journeyman or apprentice haul, in his personal vehicle (car or truck) insulation materials or company equipment.

Section 5.

A member who quits a job and changes shops must notify the Business Manager within 24 hours of the change of employment. Failure to notify in time shall be cause for a \$100.00 fine.

Section 6.

Failure of a member to report for work upon acceptance of employment shall be cause for a \$100.00 fine.

Section 7.

Any member refusing reasonable employment shall be subject to a \$100.00 fine upon review by the Executive Board.

Section 8.

A member who has been unemployed shall report to the Business Manager within 24 hours after accepting employment or be subject to a \$100.00 fine.

Section 9.

Special Meetings for elections and contract ratification shall be held on a Saturday at 9:00 a.m.

Section 10.

The local prior to start date must authorize retirees working. If more than 5% of members are unemployed in his/her zone city, the retiree may work no more than 39.5 hours per month.

Section 11.

Applicants for full membership in Local 19 who have completed the appropriate amount of hours or time served toward their journeyman's care shall in the best

interest of the local take the journeyman's written exam within two (2) months, pursuant to *Article 24 section 1, Subsection a.* of the International Constitution and By-Laws.

Section 12.

Quorum Language. Local Union Meetings shall be held in accordance with Robert's Rules of Order. Local Union Meetings shall require a quorum to make and approve motions. A quorum shall consist of at least 10 eligible voting members.

**ARTICLE VII
AMENDMENTS**

Section 1.

Any amendments or alterations of these by-Laws shall be first submitted at a membership meeting of this Union, in writing, and laid over until the next membership meeting, which will be a special called meeting. If then adopted by majority vote it shall become part of these By-Laws.

Section 2.

The President can, at his discretion, reactivate the By-Laws Committee for the purposes of amending or altering these By-Laws.

**ARTICLE VIII
"SALTING" RESOLUTION**

Whereas, Heat and Frost Insulators Local 19 is committed to organizing unorganized craftsmen who

perform our trade and work in our jurisdiction, and

Whereas, a continual organizing program is the lifeblood of all building and construction trades unions because it is the only proven method of maintaining control of the construction labor pool, and

Whereas, the first obligation of the members of this local union is to organize the unorganized in order to maintain and secure our wages, benefits and other conditions of employment, and

Whereas, the success of any organized drive depends upon the support of each and every union craftsman, both on and off the job, now therefore be it either by its Business Manager, Business Agent or a duly appointed committee, be empowered to authorize members to seek and obtain employment by non-signatory Employers, for the purpose of organizing the unorganized, and be it further

Resolved: That unemployed members shall report to the above mentioned authorized officer or committee, for the purpose of assisting as needed in the organizing program and be it further

Resolved: That the designated responsible officer or committee shall maintain records of all members authorized to seek and obtain employment by non-signatory Employers including dates of authorization, dates of employment and all other pertinent information and record keeping and be it further

Resolved: That such members, when employed by non-signatory Employers, shall maintain their position on the out-of-work list and be it further

Resolved: That such members, when employed by non-signatory Employers, shall promptly and diligently carry out their organizing assignments and shall leave the non-signatory Employer job immediately upon notification and be it further.

Resolved: That any member accepting employment by a non-signatory Employer not authorized by the resolution and by the designated officer or committee or who violates any provision of this resolution, including but not limited to, failure to carry out organizing assignments and/or failure to leave employment of a non-signatory Employer as provided for in our Constitution and By-Laws and be it further

Resolved: That all members who are utilized to "Salt" jobs in accordance with this resolution will be given a copy of this resolution and will be asked to sign a "Salting" agreement acknowledging their understanding of their obligations to their union and be it further

Resolved: That in the event that a member is charged and disciplined and subsequently fails to pay fines or penalties in accordance with our Constitution and By-Laws, the Union shall use all honorable means to collect such indebtedness, including but not limited to, pursuing a legal action in a court of competent

jurisdiction for such fines or penalties and all court costs
and attorney's fees and be it finally

Resolved: That this Resolution become a part and
parcel of Heat and Frost Insulators Local 19's By-Laws,
rules and regulations and/or local autonomy.

ARTICLE XXI HEALTH AND SAFETY

Section 21.4 Covid

Purpose

Consistent with their responsibility to provide a safe workplace, and in accordance with the CDC guidelines and other federal, state, and local guidance, Employers may require their employees to be fully vaccinated as articulated in this COVID-19 Mandatory Vaccine Policy (the "Policy").

Getting vaccinated provides an added layer of protection against COVID-19 and will also protect your coworkers, clients, family, and community. This Policy is intended to comply with any applicable federal, state, and local guidance, and authority.

Scope

If the Employer adopts this Policy, it will apply to Local 19 members.

Policy

The health and safety of our employees is our top priority. An employee will be considered "fully vaccinated" two weeks after receiving a one-dose COVID-19 vaccine (i.e. Johnson and Johnson, or similar), or two weeks after receiving the second dose of a two dose COVID-19 vaccine (i.e. Pfizer, Moderna, or similar).

Any record of employee vaccination will be maintained as a confidential medical record. Do not include any medical or genetic information with your proof of vaccination.

*As required under current Wisconsin COVID-19, City, County, State, and Federal Supplemental Paid Sick Leave, the Employer will provide paid leave to **eligible** employees who are attending vaccine appointments or experiencing symptoms after their injections and feel unable to work due to the severity of these symptoms. To allow employees the opportunity to receive the vaccination, Employers will consider timely requests for necessary schedule changes. Consistent with Company policy, employees may be required to obtain approval from their supervisor prior to taking time off work for any reason, including to obtain the COVID-19 vaccine.*

Employers will reimburse all necessary costs associated with receipt of the COVID-19 vaccine and travel to and from the vaccination location. Employees will be required to provide

supporting documentation to receive reimbursement. Please contact Human Resources for additional information and/or to submit reimbursement request.

Requests for accommodations

The Employers will comply with the Americans with Disabilities Act (ADA), the Rehabilitation Act, Wisconsin Fair Employment and Housing Act, Illinois Fair Employment and Housing Act, Title VII of the Civil Rights Act, and other applicable city, county, state, and federal laws, including those related to providing employees with reasonable accommodations.

If you have a medical condition or sincerely held religious belief that prohibits you from complying with this mandatory COVID-19 Vaccination Policy and receiving the COVID-19 vaccine, and you would like to request a reasonable accommodation, please notify the employer as soon as possible.

Employer will engage in the interactive process to determine if a reasonable accommodation can be made. As part of the interactive process, the Employer may request documentation or other information to address the request for an accommodation. Any failure to provide information or documentation may impact the Employer's ability to effectively engage in the interactive process.

All information provided to an Employer as it relates to the interactive process will be regarded as confidential and maintained accordingly and consistent with applicable state and federal law.

Anti-Retaliation/Anti-harassment

The Employer prohibits any kind of harassment or retaliation relating to an employee's vaccination status and/or decision to get or not to get a COVID-19 vaccine. The Employer also prohibits retaliation against any employee for requesting an accommodation.

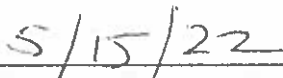
Modifications and Administration of this Policy

The Employer and Local 19 will endeavor to update this Policy if government, public health, or other guidance or regulations require changes to be made to the Policy.

WISCONSIN INSULATION
CONTRACTORS ASSOCIATION



ASSOCIATION PRESIDENT



DATE

LOCAL 19 HEAT & FROST
INSULATORS



UNION REPRESENTATIVE



DATE

**ARTICLE XXI
HEALTH AND SAFETY**

Section 21.2 (b) Both parties, Employers and Union, do agree to abide by all rules and regulations of the Occupational Safety and Health Act, as may be amended from time to time. An OSHA 10 hour course and above will be developed and promoted by both parties. Both parties will encourage all members to attend and complete these courses in an effort to promote a safe working environment. *OSHA 30 training classes will be put on by Local 19 and offered to all members. Expenses for OSHA 30 classes will be split equally between both parties, Local 19 and Wisconsin Insulation Advancement Fund. All members of Local 19 will successfully complete OSHA 30 prior to December 31, 2023. Any current members who have not completed OSHA 30 prior to December 31, 2023 will no longer be eligible for the completion stipends.*

WISCONSIN INSULATION
CONTRACTORS ASSOCIATION




ASSOCIATION PRESIDENT

5/15/22

DATE

LOCAL 19 HEAT & FROST
INSULATORS



UNION REPRESENTATIVE

5/15/22

DATE

**ARTICLE VII
WAGES**

Section 7.1 Wage Rates.

Add the following:

June 1, 2023 there shall be an increase of \$2.35, out of which \$0.05 going to IAF

June 1, 2024 there shall be an increase of \$2.40

June 1, 2025 there shall be an increase of \$2.50

WISCONSIN INSULATION
CONTRACTORS ASSOCIATION



ASSOCIATION PRESIDENT

5/15/22

DATE

LOCAL 19 HEAT & FROST
INSULATORS



UNION REPRESENTATIVE

5/15/22

DATE

**ARTICLE XXI
HEALTH AND SAFETY**

Section 21.2 (d) CORE

Both parties agree to encourage and promote the CORE program, as it continues to evolve, which is designed for the health and wellbeing of every member.

WISCONSIN INSULATION
CONTRACTORS ASSOCIATION



ASSOCIATION PRESIDENT

5/15/22
DATE

LOCAL 19 HEAT & FROST
INSULATORS



UNION REPRESENTATIVE

5/15/22
DATE

ARTICLE XXII
DURATION OF AGREEMENT

Article 22, Section 22.2

Change date to:

...May 31, 2026...

WISCONSIN INSULATION
CONTRACTORS ASSOCIATION

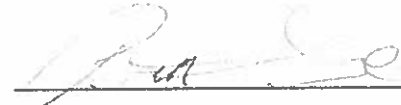


ASSOCIATION PRESIDENT

5/15/22

DATE

LOCAL 19 HEAT & FROST
INSULATORS



UNION REPRESENTATIVE

5/15/22

DATE

**ARTICLE XXI
HEALTH AND SAFETY**

Section 21.2 (c)

Both parties agree, in a concerted effort to promote and maintain safe workplaces, to actively participate in the safety plans set forth and agreed upon by WICA and Local 19.

WISCONSIN INSULATION
CONTRACTORS ASSOCIATION

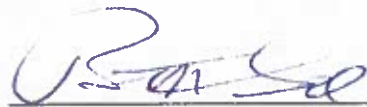


ASSOCIATION PRESIDENT

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LOCAL 19 HEAT & FROST
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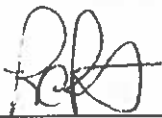
**ARTICLE IX
TRUST FUNDS**

Section 9.4 Union Annuity Plan.

(a)

(3) In order for employees to make elective, pre-tax employee 401(k) contributions to the Fund, the employee must specify the amount to be deducted in conformance with the terms and conditions established by the Trustees, on a form prescribed by the Plan Administrator. The fund will provide to the employer any required documentation to validate the fund is compliant with 401K pre-tax exemptions per IRS tax guidelines.

WISCONSIN INSULATION
CONTRACTORS ASSOCIATION



ASSOCIATION PRESIDENT

5/15/22

DATE

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INSULATORS



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DATE