

SPECIALTY TANK PORTABILITY AGREEMENT

Preamble:

This agreement by and between the International Association of Heat & Frost Insulators and Allied Workers (hereinafter referred to as the Union) and the National Union Insulation Contractors Alliance (hereinafter referred to as the Employers) is intended to pursue specialty tank insulation projects. It is understood by the Union that Employer continuity is contingent on a reliable and consistent labor force.

Article I:

A “portability form” shall be submitted to the International Vice President, in the conference in which the project is located and the International Union Headquarters, with copies to the Local Union Business Manager, for expanded portability for that project. A “Specialty Tank Project” is described as a tank project that utilizes a “**special system**” in the insulation/lagging application. Upon approval by the Union, the Employers are privileged to send 4 Journeymen Mechanics on any “specialty tank project” operation in the jurisdiction of any other local union within the International Jurisdiction.

Article II:

The Employers and all employees shall conform to the working rules and trade agreements of the local union under whose jurisdiction they work, and the employer and employees shall notify the local union Business Manager before work has started, interrupted, resumed and when completed. They shall receive the wage rate highest in either of the two locals, the higher board or travel allowance applicable to the particular jobsite, and shall receive the fringe benefits of their home local which shall be payable to their home local. If the fringe benefit package in the area worked is higher than the home local’s fringe benefit package, then the difference in the benefit package must be applied to the wage rate making the total package equal to the higher total package of the collective bargaining agreement in the area worked. For the purpose of this article the term “fringe benefits” includes welfare, pension or other similar funds, but not vacation funds which for the purpose of this article are included as wages. All work shall be performed under the conditions, such as hours and observed holidays, of the contract of the local in whose jurisdiction the job is located.

Article II-A

Upon the verification and agreement by the Union and the Employers, that there exists a bona fide necessity to establish a competitive wage package and travel/subsistence allowance on a particular project, or within a

particular area, the Union and Employers may establish such wage package and travel/subsistence allowance which will supersede the wage package travel/subsistence allowance requirement (the higher of the two locals) in Article II.

Article III

Dues and working assessments will be provided for as in Article XIII Section 4 of the International Constitution and By-Laws. Where dues check-off forms are used the Local Union shall supply the proper forms and rates to the employer for proper withholding and payment into the local union where job is located. All fringe benefits will be paid to each member's home local. (Dues will be paid to the local union where work is performed)

Article IV

The International Vice President will keep a log of all projects that have been requested. This information shall be forwarded to the General President monthly. Records kept will include the following:

- *Name and location of Project
- *Who the bid is submitted to (Owner, Mechanical Cont., General Cont. etc)
- *Name of Local Union who has jurisdiction where work is to be performed
- *Approximate start date and duration
- *Result of bid and award

Article V

Employers performing work under the terms of this agreement must have on deposit with the General Office a Wage, Expense, Welfare and Pension Fund Payment Bond. Employers performing work under the terms of this agreement must be current on all wage and trust fund obligations applicable to their local collective bargaining agreement. The Union may designate a representative to conduct an audit of the payroll and wage records of any Employer to determine whether such Employer is making proper payment on wages and benefits as required under this agreement. Whenever a discrepancy is disclosed by virtue of such audit, the Union may assess the entire cost of the audit to the Employer.

Specialty Tank Portability Procedures

1. The Employer must notify of Specialty Tank Portability Projects utilizing the "Portability Form" not less than 7 calendar days prior to bid time.
2. The International Vice President for each conference will coordinate all portability forms.
3. The Employer may utilize local labor in hiring procedures consistent with local collective bargaining agreements, and will retain the right

- to maintain the crew that has been sent to the project from out of the area under the terms of the Specialty Tank Portability agreement.
4. The dues deduction for employees sent to the project from outside the jurisdiction will be paid in accordance with Article XIII Section 4 of the International Constitution and By-Laws. It will be the responsibility of the Local Business Manager to provide the employer with the proper forms and dues rates.
 5. Any disagreements between the Employer and the Union regarding the application and execution of this agreement will be settled between the Employer and the International Union. In the event of a conflict between the Local Agreement and this agreement, this agreement shall prevail.
 6. It is the responsibility of the Employer to provide accurate information regarding the project value, manpower needs and nonunion and union competition, to the best of their knowledge.