

AGREEMENT

BETWEEN

MASTER INSULATORS ASSOCIATION OF TOLEDO, OHIO, INC.

AND

INTERNATIONAL ASSOCIATION OF  
HEAT AND FROST INSULATORS AND  
ALLIED WORKERS LOCAL NO. 45  
OF TOLEDO, OHIO

EFFECTIVE JULY 1, 2026, THROUGH JUNE 30<sup>th</sup>, 2029

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MASTER INSULATORS ASSOCIATION OF TOLEDO, OHIO, INC.

INTERNATIONAL ASSOCIATION OF HEAT  
AND FROST INSULATORS  
AND ALLIED WORKERS  
LOCAL NO. 45 OF TOLEDO, OHIO

- (0.1) THIS AGREEMENT, made and entered into this 1st day of July, 2026 by and between the Master Insulators Association of Toledo, Ohio and vicinity (hereinafter called the "Association") on behalf of its members (hereinafter called the "Employers" and/or "Contractors" interchangeably) and the International Association of Heat and Frost Insulators and Allied Workers Local No. 45 of Toledo, Ohio (hereinafter called the "Union" or "Local 45" interchangeably).
- (0.2) Whenever in this agreement "man" or "him" or their related pronouns may appear, either as words or parts of words, they have been used for representative purposes and are meant to include both the female and male sexes.
- (0.3) This Agreement covers the rates of pay, rules and working conditions of all mechanics and apprentices covered by this Agreement and employed by an Employer signatory to or otherwise committed to abide by this Agreement, regardless of the location of their employment within the jurisdiction of Local No. 45, when they are engaged in the preparation, fabrication, alteration, application, erection, assembling, molding, spraying, pouring, mixing, finishing, acoustical control, fireproofing, firestopping, penetration, protective coverings and/or weatherproofing of cold or hot thermal insulation with such materials as may be specified when these materials are to be installed for thermal purposes in voids, or to create voids, or on any hot or cold surfaces for the purpose of thermal control. This is also to include all labor connected with the handling and distribution of thermal insulating materials on job premises and all other such work that is within the jurisdiction of Local 45. This Agreement does not include the manufacture of pipe covering, molded fittings or facing of flexible blanket insulation.

Without limiting the generality of the foregoing, the following work is specifically covered by this Agreement;

Firestopping or fireproofing 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, trowel able 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 and exhaust and fire rated duct systems, or other materials used in connection with labor, and to include other fire protection materials 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.

## ARTICLE 1 RECOGNITION/TERRITORY

- (1.1) It is mutually agreed, understood and acknowledged that the Heat & Frost Insulators & Allied Workers Local Union No. 45 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 recognized 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.
- (1.2) The Union recognizes the Association as the sole and exclusive collective bargaining agent for a majority of the Employers performing covered work within the geographic area covered by this Agreement.
- (1.3) It is hereby agreed that the provisions of this Agreement shall be binding upon the Employers individually and as members of the Association and upon the membership of the Union individually and as members of the Union within the territory covered by the counties of:

State of Ohio: Fulton, Hancock, Henry, Lucas, Ottawa, Putnam, Sandusky, Seneca, Wood, Wyandot and that portion of Erie County covered by the city limits of Sandusky, Ohio, and by the Townships of Groton, Margaretta Oxford and Perkins.

State of Michigan: County of Monroe and that portion of Lenawee County covered by the townships of Blissfield, Clinton, Deerfield, Fairfield, Macon, Ogden, Palmyra, Raisin, Ridgeway, Riga and Tecumseh.

- (1.4) The Employers further agree that on all operations outside the chartered territory of the Union they will abide by the rates of pay, rules and working conditions established by collective bargaining agreements between the local insulation contractors and the local union in that jurisdiction. Employers may send a mechanic (job foreman) on any one operation within the jurisdiction of another local union and, in the event of insufficient supply of local labor in that territory, such additional Employees as may be necessary.

No more than one (1) Employee — mechanic (job foreman) or five (5) Employees engaged in asbestos abatement, can work on any one (1) operation of any one (1) Employer within the jurisdiction of another local union, unless there is a shortage of labor in that jurisdiction. The Employer is permitted to send the mechanic (job foreman) as outlined herein, but cannot bring a mechanic (job foreman) into another local's area where he is already bound by a collective bargaining agreement. Such Employees must conform to the working rules and trade agreements of the local union under whose jurisdiction they work, and whose business manager they must notify before work has started, interrupted, resumed and when completed. (This means each new job foreman must also report.) They shall receive the wage rate highest in either of the two locals, and the higher board or travel allowance applicable to the particular job site, and shall receive their 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 packages 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 of the job is located. For purposes 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. An "operation" as herein defined means all contracts on or within the premise of buildings, mines, mills, factories, shipyards, etc.

- (1.5) The Employer agrees that in the employment of workers to perform the various classifications of labor required under this Agreement, he will not discriminate against applicants because of membership or non-membership in the Union. An Employer that has hired a non-member shall be required to provide written notification to the Union on the day of hire. Each Employee shall, as a condition of employment, become and remain a member in good standing of the Union for the term of his employment, after the seventh (7th) calendar day after the beginning of his employment by an Employer or Employers in the area covered by this Agreement, or seven (7) days after the date of this Agreement, whichever is the later. A member in good standing is an individual who has met all obligations of Union membership, including the obligation to pay only such fees and dues which are necessary to support the Union's representational activities such as collective bargaining, grievance adjustment and administration of this Agreement.
  - (a) In the event the National Labor Relations Act is amended, while this Agreement is in force so that an Employee may lawfully be required to become a member of the Union as a condition of employment in less than seven (7) days, then such shorter period of time shall immediately become operative under this Agreement notwithstanding the provisions of this Section.
  - (b) The foregoing notwithstanding, the Employer shall not be obligated hereunder to discharge or discriminate against any Employee for non-membership in the Union:

- (i) If he has reasonable grounds for believing that such membership was not available to the Employee on the same terms and conditions generally applicable to other members, or
- (ii) If he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the Employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.
- (iii) The Employer shall be furnished with a notice in writing by the Union, signed by the proper officer, setting forth that the Employee has refused to join the Union, although he has been offered membership on the same terms as other members or that the Employee's membership in the Union has been terminated for reason of nonpayment of dues or regular initiation fees, and that the Union requests that said Employee be discharged for one of the foregoing reasons.

In the event any Employee become delinquent in the payment of the required dues or representation fee, the Company shall be given a written notice thereof by the Union, and, if the affected Employee remains delinquent, his employment shall be terminated upon mutual agreement between the Union and the Company; provided, however, no Employee shall be terminated in violation of any relevant statute.

#### ARTICLE 11 WORKDAY

- (2.1) The "regular" workday shall be eight (8) hours between the hours of 7:00 a.m. to 4:00 p.m. Any change to regular hours for work conditions, health or safety to be mutually agreed to by union and employer.
- (2.2) A normal workweek shall be eight (8) hours per day, forty (40) hours per week, Monday through Friday.
- (2.3) When an Employer does not have a normal week's work, excluding holidays and inclement weather, the Employee shall be laid off for lack of work unless the Employee agrees otherwise.
- (2.4) The Employer, without penalty, may schedule an eight (8) hour day between the hours of seven (7) o'clock a.m. and five (5) o'clock p.m. provided he gives thirty-six (36) hour notice of same to the Union before the close of business on the previous business day, and providing that the change in the starting time is at least five (5) days.
- (2.5) A 4/10 Monday through Thursday workweek is available if the employer so desires and the Employee(s) agree. Time and one-half (1 h) to be paid for hours worked after 10 hours Monday through Thursday. Friday and Saturday to be paid at time and one half (1 h).

- (2.6) The workday shall include one (1) fifteen (15) minute coffee break, morning and afternoon (company time). When an Employee is requested to work in excess of nine and one-half (9-1/2) hours, there shall be an additional fifteen (15) minute break after the eighth (8th) hour.
- (2.7) Each Employee shall have a thirty (30) minute lunch break (Employee time) which shall begin not earlier than 11:30 a.m. and be completed no later than 12:30 p.m. If an Employee is unable to complete his lunch break as set forth above, he shall be given a thirty (30) minute paid lunch break at the regular hourly rate (straight time).
- (2.8) Ten (10) minute personal cleanup at end of workday (company time).
- (2.9) Aforesaid schedule includes time to and from work station.
- (2.10) No alcoholic beverages permitted.
- (2.11) In unusual circumstances, adjustments in time can be made by mutual consent.
- (2.12) When overtime is required, there shall be a fifteen (15) minute coffee break after the twelfth (12th) hour and each four (4) hours thereafter.
- (2.13) When unscheduled overtime occurs on any job site, priority will be given to journeymen Employees over other classifications. The purpose of this requirement is to encourage the local skilled pool of craftsmen as provided by federal labor laws.
- (2.14) On overtime work, no Employee will be required to work more than ten (10) hours with a single, normal lunch period. Any Employee working more than (10) hours from starting time will have a paid thirty (30) minute lunch period at the end of ten (10) hours and every four (4) work hours thereafter.
- (2.15) All time worked before and after the established regular workday Monday through Saturday shall be paid at the rate of time and one-half, and all labor on Sundays and observed holidays, if ordered by the Employer, shall be paid for at a double rate of wages, except as indicated herein. The observed holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No work shall be performed on Labor Day, Thanksgiving Day or Christmas Day except in special cases of emergency, and then only when triple time is paid.
- (2.16) When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday the previous Friday shall be observed as the holiday.
- (2.17) Workmen are to be in their work clothes, with necessary tools, ready to work at starting time.
- (2.18) Employees shall be considered "at work" for a shop from the time they accept employment, and they shall proceed to and execute said work in a faithful workmanlike manner and not quit same until after reasonable notice has been given the Employer.

(2.19) Mechanics in charge of out-of-town operations where expense is paid shall give at least three (3) days advance notice before leaving shop of Employer.

(2.20) The Employers and Union recognize the desirability of improving the insulation industry and the necessity of a full day's work for a full day's pay. To assure compliance, any Employee under Local No. 45 jurisdiction who does not work the full scheduled daily reported hours under this contract or who fails to give a full day's work for a full day's pay shall be promptly terminated.

(2.21) Show up time will be paid under the following conditions:

- a. Two (2) hours show up time on outside work if work is not possible due to inclement weather.
- b. Two (2) hours show up time if Employee is instructed to report for work and work is not available through no fault of the Employee.
- c. Employee, in order to qualify for show up time, must remain at work the entire two (2) hours as conditions permit. If Employee refuses instructions to report to another job, he shall not receive the full two hours show up pay, but only pay for that portion of the two hours prior to the time he is instructed to report to another job.

(2.22) The Employer will provide a safe place to store tools and clothing. The Employer shall have the option to replace or reimburse Employees with tools and clothing of equal quality for tools and clothing lost on a job site by fire, theft or natural disaster while in the custody of the Employer.

The Employer will provide all personal protective equipment (P.P.E.) required on the job site that is required by OSHA or any state governmental agency with oversight authority.

(2.23) When working with Foam glass or Celotemp Insulation, the Employer will furnish saws.

(2.24) In the application of un faced Foam glass Insulation, the Employer will furnish gloves. Gloves will be replaced by Employer upon exchange for a worn-out issue pair of gloves.

(2.25) The Employer shall furnish tools and gloves when working with stainless steel jacketing and stainless steel insulation and provide banders as needed on all jacketing, and all specialty tools.

(2.26) Shift work may be performed at the option of the Employer, but when shift work is performed, it must continue for a period of not less than two (2) consecutive workdays.

(a) When shifts are required, the first (1<sup>st</sup>) shift shall work eight (8) hours at regular straight time rate. The second (2<sup>nd</sup>) shift shall work eight (8) hours at the regular straight time rate, plus a \$2.00 per hour shift additive.

(b) If a job is to be worked 24 hours on two twelve-hour shifts, the first shift shall start at the regular starting time and receive the overtime rate of pay after eight (8) working hours. The second shift shall be paid on the same basis as the first shift with a five percent (5%) premium over and above the basic hourly wage hours worked for 12 hours pay.

(2.27) On work where shift work is being performed, the workweek will begin with the starting time of the normal day shift on Monday.

ARTICLE 111  
WAGE RATES

(3.1) The Employer agrees to pay the mechanics (journeymen), and the apprentices according to the hourly wage rates accompanying this contract in Addendum A, which is incorporated herein.

Mechanics (Journeymen):

Deductions:

|                | <u>Regular</u>                 | <u>I .5 Times</u> | <u>2.0 Times</u> |
|----------------|--------------------------------|-------------------|------------------|
| Vac. Fund      | \$2.00                         | \$3.00            | \$4.00           |
| Dues Check-Off | Dues are based on hourly wage, |                   |                  |

at the rate set by the Union

Wage Increases: The negotiated wage increases are as follows:

July 1, 2026- \$3.50  
July 1, 2027 -\$3.50  
July 1, 2028 -\$4.00

(3.2) Apprentices —

Wage increases due for the advancement of apprentices shall be payable the first full pay period after January 1 and July 1 of each year.

(3.3) Any Employer who does not contribute into any industry promotion or contractor administration fund shall pay that amount into the Apprentice Training Trust Fund in addition to any other contractual amount payable to the Apprentice Training Fund.

(3.4) Apprentice Wage Scale

Apprentice fringe benefits will be paid according to the following scale:

Apprentice wage scale on four (4) year program will be paid according to the following scale:

|            | 1 <sup>st</sup> & 2 <sup>nd</sup> Year | 3 <sup>rd</sup> & 4 <sup>th</sup> Year |
|------------|----------------------------------------|----------------------------------------|
| H & W      | 100%                                   | 100%                                   |
| RESA       | 50%                                    | 75%                                    |
| VEBA/SUB   | 50%                                    | 75%                                    |
| PENSION    | 50%                                    | 75%                                    |
| DC PENSION | 50%                                    | 75%                                    |

| <u>Apprentice Period</u> | <u>Base Rate</u> |
|--------------------------|------------------|
|--------------------------|------------------|

|          |            |
|----------|------------|
| <u>1</u> | <u>60%</u> |
| <u>2</u> | <u>65%</u> |
| <u>3</u> | <u>70%</u> |
| <u>4</u> | <u>75%</u> |
| <u>5</u> | <u>80%</u> |
| <u>6</u> | <u>85%</u> |
| <u>7</u> | <u>90%</u> |
| <u>8</u> | <u>95%</u> |

- (3.5) The overtime provision of this agreement shall apply to all authorized deductions, contributions and fringe benefits except apprenticeship, CAF & NTF.
- (3.6) The workweek will end on Sunday. Payment of all wages and expenses shall be made weekly no later than the following Thursday. If due to unusual circumstances the foregoing payment cannot be made on Thursday, one-(1) additional day will be allowed with prior notification to and approval of the Union.
- (3.7) Employees working in the city and Employees working out-of-town who have normally received their pay check at the job site, who do not receive their pay check one (1) hour prior to the end of the workday on pay day, shall notify their respective Employers to that effect. Employees working out of-town who have normally received their pay check by mail, who do not receive their pay check twenty-four (24) hours prior to the end of the regular pay day, shall likewise notify their respective Employers by telephone prior to 8:00 p.m.
- (3.8) It shall be the duty of the Employer so notified to take necessary steps, to insure that, said Employee receives his check during working hours on payday.

- (3.9) Failure of the Employee to receive his paycheck within the stipulated time shall entitle him to receive additional hourly pay; such additional pay not to exceed eight (8) hours. Such additional pay to be paid on the following day by the Employer.
- (3.10) Employers shall not be penalized in any manner, nor shall any Employee receive any additional pay if an act of God should prevent the Employer from complying with the above conditions.
- (3.11) When an Employee is fired, he shall be paid in full at that time unless the Employee agrees to wait for the regular payroll.
- (3.12) When an Employee is laid off for lack of work, he shall be paid in full, including eight (8) hours for the day of termination, at the time of termination, unless the Employee agrees to wait for the regular payroll.
- (3.13) When circumstances require, the Union's Business Manager, with written notification to the Association and the Employers, may modify the working conditions of this Agreement on a specific project.

#### ARTICLE IV FOREMAN RATES

- (4.1) It is recognized that the foreman is the Employer's job representative and is therefore directly responsible for the Employer's best interests.
- (4.2) On individual projects (a project is a job or series of jobs or contracts held by one insulation Contractor at a single building or job site), if and when a journeyman of the trade is given the responsibility to manage a job site for the employer, he will be paid foreman's rate.
- (4.3) Foreman Ratio:  
  
When there are 16 or more employees on the job -- Two foremen  
  
One additional foreman for every twelve (12) employees thereafter. A general foreman shall be named when sixteen (16) men are on the job.
- (4.4) Foreman premium shall be 6% of journeyman's rate for 1-7 employees; 8% for 8-15 employees; 12% for 16 plus employees. For overtime work, the Foreman and general Foreman premium shall be multiplied by the appropriate overtime rate. Fringe benefit contributions and deductions are the same as those for journeyman.
- (4.5) Number of foremen required is to be figured on the total number of men on the Employer's job payroll, regardless of craft. This only applies to trades that do not have their own foreman.
- (4.6) No foreman shall supervise more than sixteen employees.

- (4.7) Variations in the number of foremen required can vary by mutual consent of the Employer and Union business agent from the above table due to temporary or unusual job conditions.
- (4.8) Foremen shall work with the tools as the project conditions permit.
- (4.9) General foremen shall be non-working. Non-working means that the general foreman does not apply materials.
- (4.10) A mechanic shall receive the foreman rate only when acting as such. If a mechanic is receiving the foreman rate, he will receive that rate for the regular day.

## ARTICLE V TRAVEL

- (5.1) All Employees are to be on the job ready to work at regular starting time. No mileage to be paid.
- (5.2) Parking expenses with receipt will be reimbursed when Employees work in downtown Toledo. Downtown Toledo is defined as the area bounded by the Maumee River on the east, Washington St. on the south, 10th St. on the west, and Cherry St. on the north.
- (5.3) Proper access to the job shall be provided at all times, allowing ingress and egress to the parking area.

## ARTICLE VI FRINGE BENEFITS

### General:

- (6.1) The fringe benefit provisions contained in paragraphs (6.1) through (6.33) inclusive of Article VI of this Agreement shall apply to all Employer members of the Association as hereinbefore defined, all employers who become signatory or bound by this Agreement and all other employers or employer groups who become a party to any agreement requiring contributions to the fringe benefit programs described herein.
- (6.2) All Employers referred to in paragraph (6.1) of this Article (all of which Employers are hereinafter referred to as "Participating Employers") who are party to and bound by this Agreement acknowledge, accept and agree to be bound by the Agreement and Declaration of Trust, as hereinbefore and/or hereafter amended, establishing the:
  - (a) Insulators Local 45 Healthcare Plan;
  - (b) Insulators Local 45 Retired Employees Separate Account, Supplemental Unemployment Benefit Fund and Voluntary Employees Beneficial Association;

- (c) Insulators Local 45 Defined Contribution Pension Plan;
- (d) National Asbestos Workers Pension Plan;
- (e) Insulators Local 45 Savings Plan;
- (f) Insulators Local 45 Apprenticeship Fund;
- (g) Nat'l Insulators Apprentice Training Fund;
- (h) Contractors Administrative Fund;
- (i) Heat & Frost Insulators & Allied Workers Labor Management Cooperative Trust and the Western Lake Erie Insulation Industry Labor Management Cooperation Committee, Inc.

and acknowledge, accept and agree to be bound by the Plan and Plan Documents of each of said employee benefit plans, all of which are incorporated herein by reference. The Participating Employers acknowledge and agree that copies of the Trust Agreements, Plans and Plan documents have been made available to them at the appropriate office of the respective Trust Funds' third party administrator for their review and inspection prior to the execution of this Agreement and shall be available to them during the term of this Agreement.

- (6.3) All Participating Employers who are party to and bound by this Agreement shall be bound by the terms, provisions and conditions of all Rules, Regulations and Resolutions and amendments thereto promulgated by the Trustees of the aforesaid employee benefit plans in accordance with the aforesaid Trust Agreements, whether currently existing or promulgated during the term of this Agreement.
- (6.4) All Participating Employers who are party to and bound by this Agreement hereby accept the designation of the Employer Trustees of all of said employee benefit plans and any successor Trustees appointed by the Association in accordance with the provisions of the Trust Agreements.

### Contributions

- (6.5) The Participating Employers shall contribute to each and every employee benefit plan described herein (or to the successor of any of said plans) for all Employees of each of such Participating Employers who, by virtue of performing covered work are members of the collective bargaining unit represented by the Union (whether or not the Employees are actual members of the Union) all contributions are considered to be the Plan assets once they become due and owing.
  - (a) Insulators Local 45 Healthcare Plan — the rate of pay for every hour paid.
  - (b) Insulators Local 45 Retired Employees Separate Account (RESA) — the rate of pay for every hour paid.
  - (c) Insulators Local 45 Voluntary Employees Beneficial Association (VEBA) — Supplemental Unemployment Benefit (SUB) the applicable contribution rate set forth in Addendum A for every hour paid.

- (d) National Asbestos Workers Pension Plan — the applicable contribution rate set forth in Addendum A for every hour paid.
- (e) Insulators Local 45 Defined Contribution Pension Plan — the applicable contribution rate set forth in Addendum A for every hour paid.

Apprentice rates vary according to their current scale rate of pay — see Addendum A.

- (f) Apprenticeship Fund — the applicable contribution rate set forth in Addendum A for every hour worked.
- (g) Contract Administrative Fund — the applicable contribution rate set forth in Addendum A for every hour worked.
- (h) National Training Fund -- the applicable contribution rate set forth in Addendum A for every hour worked.
- (i) Heat & Frost Insulators & Allied Workers Labor-Management Cooperative Trust and the Western Lake Erie Insulation Industry Labor Management Cooperation Committee, Inc. - the applicable contribution rate set forth in Addendum A for every hour worked.
- G) An Employee who has retired from the Heat and Frost Insulators and Allied Workers Local No. 45 and Insulators Local 45 Healthcare Plan shall have his/her medical contribution and his/her Voluntary Employees Beneficial Association monies contributed to the Asbestos Workers Local No. 45 Retired Employee Separate Account.

#### Deductions

- (6.6) Local No. 45 Savings (Vacation) Plan - the applicable contribution rate set forth in Addendum A for every hour paid to journeymen and apprentices.
- (6.7) The Savings Plan deduction applies only to active members of Local No. 45.
- (6.8) There shall be a Dues Deduction Plan whereby the Participating Employers deduct the sum as determined by Local No. 45 from time-to-time from the base rate pay for every hour paid for every Employee who is a member of the bargaining unit who has signed and provided the Employer a dues authorization form. Dues authorization forms provided to the Funds' third party administrator shall be deemed provided to the Employer.
- (6.9) There shall be a Local No. 45 Political Action Committee whereby the Participating Employers shall deduct the sum determined by the PAC Committee from the base rate of pay for every hour paid for every Employee who is a member of the bargaining unit who has signed and provided the Employer an authorization form. PAC authorization cards provided to the Funds' third party administrator shall be deemed provided to the Employer.

## Reporting Forms

- (6.10) All Participating Employers shall report to the Administrator(s) of the aforesaid employee benefit plans, or such other duly appointed depository, all hours paid or otherwise contributed for all Employees participating in the employee benefit plans on forms provided by the Trustees of the Plans. It shall be the obligation of the Employers to have and use the official reporting forms. If an Employer maintains his payroll records and information on computer or other electronic equipment and desires to use and submit the required information in the form printed out by the computer or other electronic equipment, the Employer may use and submit such forms other than official reporting forms. The Funds' third party administrator, however, has the right to reject such forms.
- (6.11) All reports shall be for the full calendar month last preceding. However, an Employer may use other reporting periods subject to rejection by the Funds' third-party administrator.

## Time of Payment of Contributions

- (6.12) The authorized deductions, contributions and fringe benefits shall be due and payable by check or ACH to the fund depository on the approved form by the 15th day of each calendar month (or the first business day thereafter if the 15th is not a business day) for all hours paid in the prior calendar month. The fund depository shall be designated by the Funds' third party administrator. Contract suspension will occur if the above payments are not made within five (5) days after the above due date and upon notification by the Union. If contract suspension occurs, all Employee(s) will be removed from employer until payments are made in full. All Employees will be recalled when contract is reinstated following payment of the outstanding liabilities.
- (6.13) Such contract suspension shall not excuse any Employer's liability for payments due prior to the date of suspension. After all payments have been made, the contract will be fully reinstated.
- (6.14) Any and all lost time suffered by an Employee because of such a contract suspension shall be paid at his regular rate of pay by the Contractor who is in violation. The trustees or administrators of the Funds shall be empowered to request certified checks from Employers delinquent in any and all funds.
- (6.15) An Employer who is delinquent in the timely remittance of fringe benefit payments more than once per calendar year or more than thirty (30) days late at any time shall make future payments and deductions within seven (7) days following the close of the workweek for a period of one (1) year.
- (6.16) If a Participating Employer has not remitted the total fringe benefit amounts due and owing to any Plan and filed the official reporting forms by the Fringe Benefit Payment Date as aforesaid, the said Employer shall be liable to the Trustees of each employee benefit plan as to which the said Employer is in default for liquidated damages and/or interest in such amount as shall be established by the Trustees of each such Plan by a promulgation of Rules and Regulations in accordance with the Trust Agreements. Such late payment assessments shall not be deemed penalties, but are instead

intended to compensate the affected Funds for the damages caused by said delinquency. The Trustees shall notify all Participating Employers of all promulgations of Rules and Regulations establishing and revising the liquidated damage and/or interest charges and any terms, conditions and provisions thereof in advance of the enforcement thereof; but by acceptance and participation in this Agreement, all Participating Employers shall be bound by such promulgations on and after their effective dates.

- (6.17) If a Participating Employer is in violation of the provisions of paragraph (6.15) hereof, in addition to the provisions thereof, the Participating Employer shall be liable to the Trustees of each said employee benefit plan as to which said Employer is delinquent or in default for reasonable attorney fees and court costs in any court of law, arbitration proceedings or federal or state administrative agency costs actually expended by the Trustees to enforce the said Employer's compliance with the provisions of this Agreement.

#### Employer Delinquency Control

- (6.18) The Trustees of the several employee benefit plans may establish Payroll Audit Programs, which shall be binding upon the parties. The Trustees shall also have the right to determine who shall bear the cost of the audit. The Trustees shall notify the Participating Employer, in writing, of their desire to audit and allow sufficient notice for the Participating Employer to make available in his premises those payroll records and other records, reports and data reasonably necessary to conduct the audit in accordance with generally accepted accounting principles. The Trustees and their agents and Employees shall conduct the audits at such time and place and manner as to minimize the inconvenience to the Participating Employer, and they shall preserve the confidentiality of all information as obtained. In case the Employer's records are incomplete so as to prevent such an

audit, the Trustees may estimate the amount of liability owed on the basis of available information and the burden shall then shift to the Employer to disprove such amount.

- (6.19) To secure the payment of wages and fringe benefits, each Employer shall deposit a minimum of \$4,000 in cash or surety bond or bank guarantee for each of the first one to five Employees in his employ, and \$20,000 cash or surety bond or bank guarantee for each additional group of five Employees or part thereof.
- (6.20) Those Contractors bonded and registered with the International Association of Heat and Frost Insulators and Allied Workers. These Contractors will be required to purchase additional bonding as follows:

When the work force consists of:  
from 30-59 men — additional \$20,000 bond  
from 60-89 men - additional \$40,000 bond  
90-119 men, additional \$60,000 bond

Additional amounts will be based on every 30 men.

- (6.21) If a bond must be acted on, the distribution of money will be as follows: Medical Fund, Pension Fund, RESA, Health & Welfare (including VEBA and SUB), Savings Fund, Wages, Union Dues, Apprenticeship Fund, Contractors Administrative Fund. If the amount is not sufficient to cover the total for that category, the money will be prorated per hours worked per Employee.

#### Other Terms

- (6.22) In the event any employee benefit plan provided for in this Agreement and paid for by Participating Employer contributions is reduced or eliminated because of governmental action, the net savings, if any, to said Employer attributable to said governmental action shall be paid to the Employee and/or Employer (in inverse order) as wages computed as an increase in the hourly rate of pay. The increase, if any, shall be effective as of the first day the governmental action is effective. Net savings is hereby defined to be the difference between the cost of the Participating Employer contribution to Medical or Pension, as the case may be, and the total cost to the Employer of the governmental program which caused the reduction in or elimination of the Medical program or Pension program, as the case may be. The Health and Welfare Fund funds shall not be considered in the application of the foregoing formula and shall, in the event of governmental action, always revert to the Participating Employer.
- (6.23) If the federal government institutes wage controls in any form and any portion of this Collective Bargaining Agreement is deferred or cut back, the parties shall meet promptly; and if the action of the federal government which caused the deferral or cutback makes it legally permissible to do so, the parties shall attempt to reallocate the monetary equivalent of the deferred or cut back wages or benefits in a manner that complies legally with the action of the federal government.
- (6.24) If it is not legally permissible to reallocate the deferred or cut back portion, the Employer shall commence paying the wage and/or benefit rate that was deferred or cut back when and if it becomes legally permissible to do so.
- (6.25) Contract Administrative Fund — Each Employer shall pay the amount set forth in Addendum A for each hour worked by each Employee of the Employer within the bargaining unit. Delinquent contributions shall be subject to such penalties or assessments as the Trustees of the Fund may prescribe from time to time.
- (6.26) (a) In no event shall the foregoing provisions of this Section be subject to or suitable for grievance and arbitration under this Agreement.
- (b) The Trustees of said Fund shall comply with all present and future federal laws governing the same.
- (c) The Union shall have no participation or control of any kind or degree whatever nor shall the Union be connected in any way with the Contract Administrative Fund.

(d) The Employer Association party to this Agreement agrees to defend, indemnify and hold harmless the Union from any and all claims made against it arising out of the establishment and existence of the Fund.

(e) The Contract Administrative Fund may be increased at the option of the Association.

(6.27) Each Employer hereby agrees to pay the Apprenticeship Fund contribution amount set forth in Addendum A for every hour worked by each of its bargaining unit Employees.

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

- a. For each hour worked by a covered Employee, the Employer shall make a contribution to the LMCT in the amount set forth in Addendum A. These funds will be sent to the LMCT on a monthly basis.
- b. For the purpose of this Section, each hour worked, shall be counted as hours worked for which contributions are payable.
- c. Contributions shall be paid on behalf of any Employee starting with the Employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, insulation workers, firestop workers, and hazardous waste workers in the following classifications: foremen, general foremen, 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.

(6.29) It is acknowledged and agreed by the parties that upon the making of all contributions required of them by this Agreement, Participating Employers shall have no other or further obligation or responsibility to pay for, provide or otherwise fund any fringe benefits; it being the acknowledged intention of all parties that benefits from all employee benefit plans shall be limited to those which can be financed from the respective Trust Funds. The Participating Employers shall not be liable or responsible for the failure of the Trustees to secure, pay or provide the benefits contemplated in the employee benefit plans for any participant or beneficiary. The obligation of Participating Employers shall be and is hereby expressly limited to the payment of contributions to the Trust Funds and no more. If at any time any of the employee fringe benefit Trust Funds shall not be sufficient to pay out

and provide all of the benefits provided for in the employee benefit plans, the Trustees, acting as fiduciaries, shall take such action as they deem prudent and desirable in connection with the reduction of the then existing benefits in order that the cost of the benefits shall not be greater than that which can be paid from the Trust Fund. Without limiting the generality of the foregoing, it is

expressly acknowledged and agreed that the Participating Employer shall have no responsibility or obligation to increase its contributions to the Trust Fund beyond that otherwise expressly provided for herein. It is expressly acknowledged, understood and agreed that the Participating Employer does not guarantee any benefits to any participant or beneficiary; the obligation and responsibility of the Participating Employer being expressly limited to its obligation to make agreed contributions into the Trust Fund.

- (6.30) The Union reserves the right to allocate additional portions of their wages to existing funds upon sixty days' notice to Employers.

## ARTICLE VII REFERRAL PROCEDURES

- (7.1) In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the Employees in their employment status within the area and of eliminating discrimination of employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.
- (7.2) The Union shall be the source of referral for employment under this Agreement. The foregoing notwithstanding journeyman Employees shall have the right to solicit their own work with Employers. When an Employer hires an Employee directly — without utilizing the Union's referral system — notice of such hire shall be provided by the Employer to the Union on the date of such hire, on a form acceptable to the Union.
- (7.3) The Union shall establish and maintain a register of applicants for employment, which shall list the applicants in chronological order of the dates they register their availability for employment. Applicants desiring employment shall register at the Union by appearing personally, by telephone, or by other means approved by the Union and by indicating on a form provided for that purpose their name, address, telephone number, or other means by which they can be contacted and qualifications therefore.
- (7.4) Employers desiring to utilize the referral procedure shall call the Union and indicate the number of individuals desired, any special qualifications of such individuals (if applicable), the location of the job, and reporting date and time.
- (7.5) Individuals available and qualified to fill the job order shall be referred to the requesting Employer in their order on the Out-of-Work List. The following exceptions shall be allowed in this order of referral:

- a. When the Employer states bona-fide requirements for special skills and abilities in its request for applicants, the Union shall refer the first applicant on the Out-of-Work List possessing such skills and abilities.
- b. When the Employer requests an apprentice.
- c. When the Union refers a steward.
- d. Apprentices shall not be permitted to solicit their own work and shall be referred to work in order of layoff, but the Employer shall have recall rights with respect to Apprentices within 30 days of their layoff.

The Employer shall have the right to reject a former Employee who was terminated for just cause, including but not limited to; insubordination, inferior workmanship, theft, falsification of time records, excess tardiness, absenteeism or non-compliance with an alcohol or drug program agreed to by the parties. Such Employee shall then be returned to his place on the Out-of-Work List. Apprentices shall not be permitted to solicit their own work and shall be referred in the order of layoff, but the Employer shall have recall rights with respect to apprentices, within 30 days of their layoff.

- (7.6) Discrimination on the basis of race, color, sex, age, religion, or national origin; sexual harassment and/or retaliation for any complaints concerning any of the foregoing shall not be permitted in the operation of this referral procedure.
- (7.7) If the registration list is exhausted and the Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure Employees without using the referral procedure. The Employer shall notify the business agent promptly of the name and social security number of such Employees.

## ARTICLE VIII APPRENTICES

- (8.1) The number of apprentices in this program shall be sufficient at all times to provide all Employers signatory to this Agreement with not less than one (1) apprentice to four (4) Journeyman. The ratio shop wide shall be (4) Mechanics to (1) Apprentice. The ratio jobsite specific shall be no less than (1) Journeyman on any individual jobsite to (1) Apprentice.
- (8.2) 1. Apprentices shall work under the supervision of qualified journeymen who will devote the necessary time and interest to the apprentice's training.
- (8.3) 2. The Employer shall have the right to use apprentices in the shop without the direct supervision of a journeyman upon notification to the Union specifying the duties required of such apprentices.

- (8.4) Apprentices shall be selected and trained under the direction of the JAC in accordance with the "Asbestos Workers Local 45 Apprenticeship Standards for the Toledo Area" which by reference are made a part hereof.
- (8.5) There shall be no day time apprentice training. Apprentice day training will be permitted specific to the Asbestos Contractor/ Supervisor Initial training course. Day training for this specific course must take place on Thursday, Friday, Saturday, and Sunday. 45 day written notice must be given to the MCA.

## ARTICLE IX JOINT TRADE BOARD

- (9.1) The Employer and the Union agree to participate in a Joint Trade Board consisting of three (3) members designated by the Master Insulators Association of Toledo, Ohio and three (3) members designated by the Union. This Board shall have the duty and power to investigate the application, administration and enforcement of the provisions of this Agreement and shall have the jurisdiction to correct all practices considered detrimental to the trade. For this purpose, the Board shall be empowered and authorized to summon, question and examine any party to this Agreement, their representatives, agents or employees.
- (9.2) Trade disputes or grievances shall be settled without cessation of work and, in cases where the parties to this Agreement fail to agree, the matter in dispute shall be referred to the Joint Trade Board. In case any disputes arise, notice must be given in writing to the secretary of the Joint Trade Board by the aggrieved party within seven (7) days.
- (9.3) The Joint Trade Board shall adopt its own rules and regulations within the framework of the following general provisions:
  - a. Meetings will be held as needed at the Construction Contractors Council (or such other location as mutually agreed).
  - b. Special meetings may be called by on request of either side, stating object for which meeting is to be called.
  - c. Four (4) members of the Joint Trade Board shall constitute a quorum, two (2) from each side, and neither shall cast more ballots than the other.
  - d. The vote on all questions of violations of this Agreement shall be by secret ballot.
  - e. It shall require a majority vote to carry any question.
  - f. The Joint Trade Board shall have the power to impose fines or other remedies where agreed by vote, as above provided for, when any of the Articles of this Agreement have been violated by either party to same. Such fines or other remedies shall be imposed against either the party of the first part or the party of the second part, as the case may be, and the

Joint Trade Board shall see that any fines or penalties so imposed are satisfied and the charitable disposition of monies so collected shall be decided by the Joint Trade Board.

- g. In case of a deadlock in the Joint Trade Board, the matter in question shall be referred to an impartial arbiter, the cost to be paid by the losing side.
- h. The impartial arbiter shall be chosen from a panel of five names obtained from the Federal Mediation and Conciliation Service within seven days. Names shall be struck from the list with the defending party striking first until one name remains.
- i. The joint trade board shall be funded through contribution of \$0.25 cents of which \$.10 cents shall be considered contributed by the union and \$.10 cents shall be considered contributed by the contractors and \$.05 cents going to the international. As of July 1, 2022.

#### ARTICLE X RESPONSIBILITIES

- (10.1) Each Employer recognizes the Union's desire to retain all work regularly performed for the Employer

and the Union recognizes the Employer's need to maintain an efficient operation; therefore, each Employer will continue to use bargaining unit Employees and not subcontract that work described herein that has been traditionally and regularly performed by its Employees, and we further agree that application of all new thermal insulation which may be a replacement for or an addition to materials now being used, as legitimate claims of trade of Local No. 45.

- (10.2) The Contractor agrees he will not subcontract job site work, which is to be performed at a time when employees of the Contractor are working at such site under the terms of this Agreement, to any employer who does not have, at the time the work is to be performed, a collective bargaining relationship with a Building Trades Union covering such work, whose members receive the prevailing wage rates.

- (10.3) 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 an officer of a corporation or their representative or agent shall execute any part of the work of application of materials.

- (10.4) Except as otherwise restricted, modified or limited by the provisions of this Agreement, all rights and functions pertaining to the conduct and management of the Employer's business are vested exclusively with the Employer.
- (10.5) Under this Agreement, all installations performed hereafter will be performed in the same manner that preceded this contract. Nothing contained herein shall prohibit the introduction of new methods, materials or procedures which will uphold the integrity of the industry.
- (10.6) The parties agree to incorporate by reference the Code of Workmanship as negotiated by the Association and the Union.
- (10.7) The Union agrees to have all active members OSHA 30 trained within six months of their initial employment date. The union is responsible for providing OSHA 30 training.
- (10.8) The depository of all training records shall be at the Mechanical Contractors Association (MCA) and shall be listed as such by the MCA. Wherever and whenever possible all records pertaining to members shall be forwarded to the MCA by the Contractors and the Union for record keeping.

#### ARTICLE XI SUBSTANCE ABUSE POLICY

- (11.1) The Employer, its Employees, the Union and its members will abide by the provisions of the NWO Substance Abuse Policy, or such similar policies agreed to by the Employer and the Union.

#### ARTICLE XII JOB STEWARDS

- (12.1) A steward may be appointed on the job on which he is working by the Union business agent at his discretion. The steward shall be scheduled to work any time the job works. The business agent may also appoint a steward for each shift. When shift work is being performed, a steward shall be scheduled to work when his shift or any part of his shift works. The steward will make no official decisions, but will report any conditions to the business agent which the steward feels are warranted. The steward will perform other duties as assigned by the business agent. The business agent is to notify the Employer the name of the steward at the time he is appointed.
- (12.2) The steward will be the next to the last journeyman on the job. Notwithstanding the foregoing, apprentices may be used on the last day of a job for clean-up purposes.

#### ARTICLE XIII

## MISCELLANEOUS TERMS

(13.1) If an Employee is injured on the job, he shall be paid for a full day if the Employee is unable to continue work.

(13.2) If an Employee is injured on the job and transportation is not immediately available, the steward will transport the injured man to the hospital and back and will suffer no lost time.

(13.3) All applicants who seek employment to perform remedial work as set forth in paragraph 10.6 shall be excluded from Article VII, Hiring Hall, and shall seek employment and be hired under pursuant to a non-exclusive out-of-work list available to applicants and employers at the Union's offices.

If an Employee who is employed to perform remedial work performs work which traditionally and customarily is the work of a journeyman and apprentice, it shall be a violation of this agreement.

(13.4) Employers are to furnish a heated and clean place for lunch; clothes change and tool clean up. The Employers will also provide safe drinking water, toilets and first aid equipment.

(13.5) (Favored Nations Clause) "Should the Union extend to any contractor, not otherwise specifically excluded herein, wages, pension or health insurance benefits that are more favorable to said contractor than wages, pension or health insurance benefits set forth in this agreement, then upon request of a party to this agreement, such wages, pension, or health insurance benefits shall be extended to such contractor. Any agreement that specifically involves firestop systems that provides more favorable wages, pension, or health insurance benefits are specifically excluded from this provision and such terms shall not apply to any part to this agreement."

## JOB RULES

(13.6) Job rules will be posted at the beginning of the job and will remain intact for the duration of the job.

(13.7) The Employer agrees that all Employees covered under this Agreement shall be covered by Workers' Compensation in the state where he is now working, and a current copy of the Workers' Compensation Certificate shall be furnished to the Union prior to any Employee going to work. All signatory Contractors shall provide Local No. 45 with their Workers' Compensation and unemployment compensation identification numbers.

(13.8) No Employee will be subject to disciplinary action for missing time due to picket duty for the Union.

## ARTICLE XIV

## UNION OFFICE

- (14.1) The Union shall have a permanent office address with telephone service where their business agent or authorized officer can be communicated with between each working day for the purpose of answering inquiries and providing necessary service to the trade.

## ARTICLE XV LIMITATION OF WORK

- (15.1) The Union agrees there shall be no limitations or restrictions placed upon the individual working efforts of Employees.

## ARTICLE XVI TERMINATION FOR NON-ASSOCIATION CONTRACTORS

- (16.1) The Union will notify the Association which is signatory to this Agreement of the name and address of any contractor who becomes signatory to or bound by this Agreement during the term of this Agreement. The notice shall be given in writing within seven (7) days of the time any such contractor becomes signatory or bound hereto. The notice shall include a copy of the signature page of the contract or the assent card and, if not noted thereon, a statement of the date the contract or assent card was signed or the date the contractor became bound.
- (16.2) Within seven (7) days of the receipt of a notice from the Union of its intent to terminate or modify this Agreement, the Association will notify all such contractors of whom the Association has been notified by the Union. Each such contractor shall have thirty (30) days, from the date the Association received the notice of intent to terminate or modify, to advise the Union in writing of its intent to negotiate separately for the renewal agreement.
- (16.3) In the event any such contractor fails to separately within the time period set forth above, such contractor shall be deemed and presumed to agree to the terms and agreement arrived at in negotiations between the Union and the Association and to be bound by the Collective Bargaining Agreement resulting there from.
- (16.4) The provisions of this Section shall operate for successive Collective Bargaining Agreements until such time as the Contractor or Union gives timely notice that said party desires to negotiate separately. Said notice shall be given within the time periods provided in the termination clause of this Agreement or any successive Collective Bargaining Agreement.

## ARTICLE XVII AGREEMENT TERM/RENEWAL

- (17.1) This Collective Bargaining Agreement shall become effective July 1, 2026, and shall be rigidly observed until its expiration date, June 30, 2029, during which time neither party to it shall create any rule or bylaw conflicting with its provisions.
- (17.2) Either party to this Agreement desiring to reopen the Agreement on its first anniversary date as herein provided, renew it in present form, change or amend same at its expiration date, shall make known such intention in writing at least ninety (90) days prior to the anniversary date hereof or the expiration of the Agreement, as applicable.

#### ARTICLE XVIII CONFLICT WITH LAW

- (18.1) Any portion of this Agreement found to be in violation of existing federal or state laws shall become inoperative and the balance of the Agreement as such shall continue in full force and effect until the date of expiration.
- (18.2) The Employer and the Union agree they will not discriminate on the basis of race, color, religion, sex, handicap or national origin against any person with reference to the recruitment, hiring, promotion, demotion, transfer, rates of pay, or other terms and conditions of employment, selection for apprentice training, layoff or termination of employment. The parties hereto agree that all membership in either the Apprentice Program or as mechanic of Local No. 45 shall be based upon qualifications alone and without regard to race, color, religion, sex, handicap or national origin. The parties hereto further agree that all programs that affect apprentices and mechanics of Local No. 45, whether sponsored jointly or not, shall be administered in accordance with existing laws.

#### ARTICLE XIX RAPPLE RATES - MOU

- (18.3) This Memorandum of Understanding ("MOU"), entered into on the date(s) indicated below, between the Master Insulators Association of Toledo, OH ("Association") and the International Association of Heat and Frost Insulators and Allied Workers Local No. 45 ("Union"). This MOU supplements the parties' 2022 to 2026 Collective Bargaining Agreement ("Underlying Agreement") to the extent noted herein. This MOU will stay in force and effect for the duration of the Underlying Agreement, as extended or modified.

This MOU sets forth the rates for rappel specialty work. The rates for rappel work shall be set at 12% above the journeyman, or other applicable wage rate, upon completing a Brand Scaffolding rappel course, or equivalent. These rappel rates will apply to all hours worked (or any part thereof) that a covered Employee spends on preparing for or actually performing work in a harness for any covered work requiring rappelling.

This Memorandum of Understanding contains the entire Agreement between the parties with respect to its subject matter. Any modifications thereof can only be made in writing executed by

both parties. All other provisions of the parties Underlying Agreement shall remain in full force and effect.

In witness whereof, the undersigned have executed this Agreement on this day of July, 2026, at Toledo, Ohio.  
 MASTER INSULATORS ASSOCIATION  
 OF TOLEDO, OHIO, INC.

INTERNATIONAL ASSOCIATION OF  
 HEAT  
 AND FROST INSULATORS AND ALLIED  
 WORKERS LOCAL NO. 45

| Print, Sign and Date:  |            |
|------------------------|------------|
| <u>Mark L. Moore</u>   | 7/22/26    |
| <u>[Signature]</u>     | 7-23-26    |
| <u>Mark L. Moore</u>   | 7-23-26    |
| <u>James Cone</u>      | 7-23-26    |
| <u>James Cone</u>      | 7-23-26    |
| <u>[Signature]</u>     | 7-24-26    |
| <u>John Lyons</u>      | 7/23/26    |
| <u>Tom [Signature]</u> |            |
| <u>Chris Shively</u>   | 7-29-26    |
| <u>Greg Frost</u>      | 7-29-26    |
| <u>Anna Smith</u>      | 7-30-26    |
| <u>Ryan Webb</u>       | 08/04/2024 |
| <u>[Signature]</u>     |            |

ADOPTION AGREEMENT  
 HEAT AND FROST INSULATORS LOCAL NO. 45  
 CERTIFICATION

The undersigned Employer does hereby accepts and agrees to abide by the terms and conditions of the collective bargaining agreement entered into between Master Insulators Association of Toledo, Ohio and

International Association of Heat and Frost Insulators and Allied Workers Local Union No. 45 commencing July 1, 2026, and terminating June 30, 2029, including any extensions or modifications thereof, and the attachment of this Certification by the Union to a copy of the contract is hereby authorized and makes the Employer a party to said contract and all the terms and conditions therein.

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between INSULATORS LOCAL UNION NO. 45 and:

\_\_\_\_\_  
Company

\_\_\_\_\_  
For Insulators Local No. 45

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
FAX No.

\_\_\_\_\_  
Signature of Company's Authorized Agent

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
Workers' Compensation and Policy No.

\_\_\_\_\_  
Unemployment Compensation No.