STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
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San Francisco CA 94142-0603

SCOPE OF WORK PROVISION

FOR

FIRE SAFETY AND MISCELLANEOUS SEALING
ASBESTOS WORKER
FIRE SAFETY TECHNICIAN – CLASS I (0-2000 HOURS)
FIRE SAFETY TECHNICIAN – CLASS II (2000-4000 HOURS)
FIRE SAFETY TECHNICIAN – CLASS III (4000-6000 HOURS)
FIRE SAFETY TECHNICIAN – CLASS IV (6000 OR MORE HOURS)

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

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SEPTEMBER 2000 -JUNE 30, 2003

AGREEMENT

For the Fire Safety and Miscellaneous Sealing

of Pipe Sleeves and Penetrations for Southern California,

between Asbestos Workers Local 5, U.A. District Council #16,

and Industry Contractors.

RECEIVED
Department of Industrial Relations

OCT 19 2000

Div. of Labor Statistics & Research
Chief's Office

SECTION II Work covered - Employer Responsibility

The work covered by this Agreement shall be the sealing of sleeves, penetrations, holes, chases, passages, or openings of any kind in concrete, metal or any other material by means of machinery, tools, and equipment powered by any other method, the purpose of which is to seal after the passage, placing or installation of pipe, conduit, tubing or any other material installed by employees of contractors in the plumbing, heating and piping industries. This Agreement may be used on all work deemed by the Fire Marshall to prohibit the spread of fire within a building.

The Employer shall furnish all tools, materials, equipment, and whatever is required to perform the work of this Agreement. The Employee shall be responsible for cleaning and care of the Employer's tools. The Employee shall return all tools, material, and equipment to the Employer upon request. The Employer shall at no time assign the work of this Agreement to any employee that is not a Fire Safety Technician or Fire Safety Journeyman through the Asbestos Workers Local 5 or the U.A.

SECTION III EMPLOYEES COVERED - JOB DESCRIPTION

The employees covered by this Agreement shall be Fire Safety Workers in four classes as follows:

Class I Fire Safety Technician - Fire Safety Worker with less than 2000 hrs. experience.

Class II Fire Safety Technician - Fire Safety Worker with more than 2000 hrs., but less than 4000 hrs. experience.

Class III Fire Safety Technician - Fire Safety Worker with more than 4000 hrs., but less than 6000 hrs. experience.

Class IV Fire Safety Journeyman – Fire Safety Worker with more than 6000 hrs. experience.

Fire Safety Technicians Class I, II, and III shall have direct supervision of a Fire Safety Technician IV. At no time shall either Class I, II, or III be allowed to work without the onsite supervision of a Class IV Fire Safety Technician. The 1st man on a job site shall be a Class IV Fire Safety Technician. In the event a Class IV is not

available, the Union shall designate any other Fire Safety Technician classification as a temporary Class IV to be paid at Class IV rate, until such time that a Class IV becomes available.

A fire safety worker is an employee of the employer signed to this Agreement whose duties shall be the operation, maintenance, repair and care taking of the Employer's tools, equipment, machinery and materials, as directed by the Employer or his agent and any other duties the Employer may assign in connection with the work of this Agreement or not contrary to this Agreement. The training, certification, and instruction of Fire Safety Workers is the sole responsibility of the Local # 5 Apprenticeship Program.

SECTION IV Sub-contracting-Union Security-Employer Prerogatives

The work of this Agreement shall not be sub-contracted or assigned in any manner to any contractor, firm, or person not signatory to this Agreement or to the standard Asbestos Workers or U.A. Agreement in the applicable area.

The parties agree that all Fire Safety Workers not members of the appropriate Union, when hired shall within seven days make application for membership in the appropriate Union. During this seven-day grace period for a worker to become a member, the Contractor shall pay the appropriate wages and fringes as per this Agreement. The Unions agree to admit such applicants to membership on terms not more burdensome than required of other applicants for Union membership.

The Employer shall have the exclusive right to hire, discharge, layoff, or assign Fire Safety Workers for any reason not contrary to this Agreement or to law.

SECTION V Hiring Provisions - Layoffs - Crew Maintenance

The Unions shall maintain lists of available Fire Safety Workers. Employers shall hire from this list either by calling for a particular individual Fire Safety Worker by name, or accepting the first Fire Safety Worker on the list.

The Employer agrees to maintain a 50%-50% ratio of Fire Safety Worker members between the Asbestos Workers Local 5 and the United Association of Plumbers and Pipefitters. The Employer shall within 30 days of signing this Agreement, move his Employees into the appropriate Union to maintain this ratio.

Exception to this rule may be made by mutual consent of the Business Managers of the Unions.