STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

SCOPE OF WORK PROVISIONS

FOR

Asbestos Worker, Heat & Frost Insulator:

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

MASTER AGREEMENT

between

The International Association of Heat and Frost Insulators and Asbestos Workers Local 16

and the

Northern California Chapter, Inc.
Western Insulation Contractors Association

RECEIVED
Department of Industrial Relations
MAY 18 2000
Div. of Labor Statistics & Research
Chief's Office

Effective August 1, 1999 to July 31, 2004

respecting the existence of just cause for discharge, just cause shall be determined under the grievance procedure.

59. **Parking:** The Individual Employer shall reimburse his employees for their cost of parking up to a maximum of Fifteen Dollars ($15.00) per day in areas where free parking is not available within six hundred and sixty feet (660 feet) of the entrance to the job site providing a valid parking receipt is presented. Employees shall be paid mileage from a job to another job in the same day except when using a company vehicle.

ARTICLE V
Show-up Time

60. Employees ordered to report for work at a shop or on a specific job, for whom no employment is provided, shall receive two (2) hours pay at the applicable rate, except in cases where bad weather conditions prevent working and due notification has been given the employee.

ARTICLE VI
Work Covered

61. The Association and the Individual Employers, parties hereto, recognize the Union as the duly authorized, sole and exclusive Collective Bargaining Representative of the employees performing the work covered by this Agreement. This recognition comes under Section 9(a) of the National Labor Relations Act.

62. Local 16 shall have a permanent office address with telephone service where their Business Agent or authorized officer can be communicated with between 7:30 a.m. and 3:00 p.m. each working day for the purpose of answering inquires and providing the necessary service to the trade.

63. This Agreement shall cover all work falling within the recognized craft jurisdiction of Local 16, including without limitation of the foregoing:

64. Lining of all mechanical room surfaces and air handling shafts.

65. The filling and damming of fire stops and penetrations including. but not limited to, electrical and mechanical systems.

66. All foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems.

67. All duct lining, and duct wrapping, done on the job site, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes.

68. The insulation of all field joints on pre-insulated underground piping, and the pouring of Gilsilite or its equivalent.

69. Any finish material which is contiguous to the thermal or acoustical application.

70. The preparation, distribution of materials on job sites, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintaining, finishing, and weather proofing of hot or cold thermal or acoustical insulation with such materials as may be specified. page 10

71. The application of any material, including metal and PVC jacketing, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control.

72. The Agreement shall cover all other work of a specialty nature, covered by the jurisdiction of Local 16 or the International Union.

73. All such work of the Individual Employer which has normally and traditionally been performed at the job site by the employees covered by this Agreement shall continue to be performed at the job site by the employees covered by the Agreement. The Individual Employer may, however, bring in for installation at the job site, materials not so fabricated which have been fabricated elsewhere provided no employee may be required to install such materials if fabricated under conditions less favorable to employees than those provided under this Agreement.

74. None of the work covered by this Agreement, which is to be performed at the site of construction, alteration, painting or repair of any building, structure or other work, shall be subcontracted by any Individual Employer except to an Individual Employer who is included within the multi-Employer collective bargaining unit covered hereby, or is otherwise party to this Agreement or any counterpart thereof.

75. This provision shall be enforced only when both of the following criteria are satisfied: (1) when such enforcement is necessary to protect and preserve to the employees in the aforesaid multi-Employer collective bargaining unit all of the work normally and traditionally performed by them and for no other cause. (2) For any specialty work under Local 16's jurisdiction, for which said Union cannot provide a Employer signatory to Local 16 the provisions of this Section shall not apply.

76. All disputes over the jurisdiction of the work covered by this Agreement, if not satisfactorily settled, shall be referred to the Plan for Settling of Jurisdictional Disputes in the Construction Industry or such other tribunal as may become successor thereto. The Individual Employers and the Union agree to be bound by all