

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
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SCOPE OF WORK PROVISIONS

FOR

ASBESTOS WORKER, HEAT AND FROST INSULATOR:

MECHANIC

IN

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

3-5-14 3-5-3

**BASIC
AGREEMENT**

BETWEEN
SOUTHERN CALIFORNIA CHAPTER,
WESTERN INSULATION CONTRACTORS ASSOCIATION

AND

LOCAL NO. 5,
INTERNATIONAL ASSOCIATION OF
HEAT AND FROST INSULATORS
AND ALLIED WORKERS

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ARTICLE XI
Description of Work and Work Covered

Section 1: Description of Work

1. New Construction Work: New work for the purposes of this Article is defined as:

- (a) The construction of any facility, structure, process or building that did not previously exist at the same site.
- (b) The construction of any facility, structure, process, system (or sub-system) or building that is a replacement for a significantly demolished facility, structure, process, system, sub-system or building.
- (c) The insulation of existing duct, pipe, equipment or vessel surface that had not previously been insulated, excluding the addition of fitting insulation pads on previously insulated systems.
- (d) Tenant development in new or existing facilities.

2. Shipbuilding, Conversion, & Repair: Shipyard work is defined as all construction, maintenance, insulation of piping and equipment, as needed on ships.

3. Maintenance: Maintenance shall be recognized as work covered under Section 2 of this Article XI where such work is of a repair, asbestos removal, re-insulation.

4. Fire Safety: Shall be recognized as firestopping work applied to any portion of a building, structure, electrical system, mechanical system or any other interior or exterior partition or section of any of the above referenced structures for the exclusive purpose of creating a "Fire Barrier" or "Smoke Seal."

Section 2: Work Covered

1. General:

(a) This Agreement covers the rates of pay, rules and working conditions of all Mechanics, Apprentices (Improvers), Pre-Apprentices, and all other classifications of employees performing work under this Basic Agreement as well as under the Addendums attached hereto employed by an Employer signatory to or otherwise

committed to abide by this Agreement, regardless of the location of their employment within the territorial jurisdiction of Local 5, when they are engaged in the work that has been or becomes within the craft jurisdiction of Local 5.

(b) This work includes the preparation, alteration, application, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing, and/or weatherproofing of cold or hot thermal insulation with such materials as may be specified when those materials are to be installed for thermal purposes and fire protection purposes in voids, or to create voids, or on piping, fittings, HVAC ductwork, grease ducts, valves, boilers, ducts, flues, tanks, vats, equipment, or on any hot or cold surfaces for the purpose of thermal control or to be installed for sound attenuation purposes on mechanical devices, equipment, piping, surfaces related in an integral way to the insulation of such mechanical devices, equipment and piping. This work also includes all labor connected with the handling, truck driving and distribution of thermal insulation on the job premises. This article does not include pre-manufactured insulation or insulation accessories, however any manufacturing by signatory contractors will be covered by Local #5 employees in accordance with this agreement.

(c) All duct lining, plenum lining and duct wrapping, done on the jobsite for acoustical or thermal purposes will be the work of Local 5.

(d) All sealing of sleeves, penetration, 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 object passing through the above mentioned openings.

(e) In addition, this shall include all other work awarded to the Union through International Union Agreements, through Decisions of Records and Agreement of Record and other actions of the National Joint Trade Board for the Settlement of Jurisdictional Disputes in the Construction Industry, or any Agreement that may be made between a representative of the International Association of Heat and Frost Insulators and Allied Workers and another representative of an International Union. In the event such an Agreement is made, said Agreement shall be furnished to the Employers.

2. Subcontracting:

Employers signatory hereto agree to execute their work as described in Article II, Section A, as direct Employer of Employees represented by Local 5 and not sublet any of the same, nor the labor thereof, except to a contractor signatory to the Union, and Local 5 agrees not to contract, subcontract or estimate on work nor allow its members to do so nor to act in any trade capacity other than that of worker. It is also agreed that no member of a firm or officer of a corporation or their representatives or agents signatory to this Agreement shall execute any part of the work or application of materials. It is also agreed that no individual Employer, responsible managing employee (RME), responsible managing officer (RMO), on an individual's license, officer, shareholder of a corporation, or owner of an unincorporated individual, an Employer's deliveryman or warehouseman, shall use the tools of the trade, or personally perform any of the work covered by this agreement.