STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th 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 AND FROST INSULATOR:

MECHANIC

IN

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

BASIC AGREEMENT

BETWEEN

SOUTHERN CALIFORNIA CHAPTER,
WESTERN INSULATION CONTRACTORS ASSOCIATION

AND

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

EFFECTIVE AUGUST 2, 2004
TO SEPTEMBER 28, 2008

RECEIVED
Department of Industrial Relations

DEC 07 2004

Div. of Labor Statistics & Research
Chief's Office

ARTICLE X
Reporting Time

Any worker dispatched or directed to report and reporting for work at the regular starting time ready for work and for whom no work is provided, shall receive pay for two (2) hours at the regular rate unless they have been notified before the end of the last preceding shift not to report and any worker who reports for work, ready for work, and for whom work is provided, shall receive not less than four (4) hours pay at the regular rate, and if more than four (4) hours are worked in any one day, shall receive not less than a full day's pay. In order to be paid show-up time, an employee must remain on the Job site for at least two (2) hours unless they are excused by the foreman or person in charge of the work.

When an employee is directed to report for work, and reports for work at the designated starting time on Saturday, Sunday, or Holiday, and for whom no work is provided, he shall receive a minimum of two (2) hours pay at the employee's overtime rate. Any employee who works beyond the minimum two (2) hours shall be paid for the actual hours worked, at the overtime rate.

ARTICLE XI
Description of Work and Work Covered

Section 1: Description of Work

Section 1: Description of Work

1. New 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: Shall be recognized as 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, reinstallation or maintenance character.

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, Firestoppers, Applicant Mechanics, Permit and Maintenance Workers 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 territorial jurisdiction of Local Union #5, when they are engaged in the work that has been or becomes within the craft jurisdiction of Local Union #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 this Local Union.

(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 Asbestos 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 Union #5 and not sublet any of the same, nor the labor thereof, except to a contractor signatory to the Union, and Local Union #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.

ARTICLE XII
At Work

Employees shall be considered "at work" for an Employer 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. The mechanic in charge of out-of-town operations where board is paid shall complete the same before leaving the Employer.

ARTICLE XIII
Union Office

The Union shall have a permanent office address with telephone service, where its Business Agent or authorized officer can be communicated with between 8:00 a.m. and 4:00 p.m. each working day for the purpose of answering inquiries and providing necessary service to the Trade.

ARTICLE XIV
Miscellaneous Provisions

1. The Union agrees that there shall be no limitation or restrictions placed upon the individual working efforts of employees.

2. The Employer and the Union agree that safe working conditions shall be provided on all jobs in accordance with State and Federal Law.

15. All Employees shall be permitted to attend to union business required or authorized by the Union without penalty. The Contractor is not obliged to pay any wages for time not worked while attending to union business. The union agrees to allow substitutions in cases where the contractor would be impacted by its employee taking time off.

ARTICLE XV
Shipyard Work

Shipyard work is only referred to by reference and the actual terms and conditions will be found within the Shipyard Addendum See APPENDIX E

ARTICLE XVI
Maintenance

Maintenance work is only referred to by reference and the actual terms and conditions will be found within the Maintenance Addendum See APPENDIX F

ARTICLE XVII
Firestop

Firestop work is only referred to by reference and the actual terms and conditions will be found within the Firestop Addendum See APPENDIX G

ARTICLE XVIII
Target Job Program

1. A Target Job is a Job which the Union and Employer signatory to this Agreement agree that use of Pre-Apprentice, and 1st and 2nd year Apprentices in ratios other than provided in Article III of this Agreement, will enhance the employment generally of Mechanics and Apprentices covered by this Agreement. In the event of the unavailability of sufficient Pre-Apprentices, and 1st and 2nd year Apprentices, or applicants on the Apprenticeship waiting list, the Union may dispatch workers from any source they find adequate to fill the request.

2. The Employer may submit to the Union a Target Job opportunity. The Business Manager of the Union or his designate, at his sole discretion, will then approve or disapprove in writing of the Target Job opportunity submitted. If a Target Job is approved by the Business Manager, or his designate, the Employer will be notified of the special ratio of Pre-Apprentices, and 1st and 2nd year Apprentices to Mechanics which may be used for such Target Job. Any other Employer competing for such Target Job will be afforded the same ratio.

3. By the 15th day of each calendar month, the Union will submit to all Employers signatory to this Agreement a monthly written report of Target Jobs approved by the Union for the prior month. **See** APPENDIX H

ARTICLE XIX
Industry Promotion Fund

1. The Employer, whether or not a member of the Association, shall pay to the Association, for deposit into an Industry Promotion Fund $.02 per hour for each hour worked by each employee employed on work covered by this Agreement. The Fund shall be used for the purpose of promoting the interests of the insulation industry in the area covered by this Agreement. The purposes of the Fund include promotion of programs of industry education, stabilization and improvement of labor relations, administration of collective bargaining agreements, improvement of technical and business skills of employers, and support of employment opportunities.

2. All payments provided for under this Article shall be due and payable monthly on or before the 15th day of each calendar

month for all work performed in the preceding month. The Association shall provide each Employer with a form of report to be filled out by the Employer and mailed by the Employer together with his contribution to the address designated by the Association.

3. The Industry Promotion Fund shall be administered solely by the Association. The Union shall not be responsible for the administration of such Fund or for the collection of any of the amounts required to be paid into said Fund by the Employer as provided in this Article.

4. No part of the Fund shall inure to the benefit of, or be received by, any individual Employer, whether or not a member of the Association.

5. For the purpose of this Article, "Employer" means a member of the Association or an Employer that has authorized the Association to represent the Employer for collective bargaining purposes.

ARTICLE XX
Joint Labor/Management Committee

1. There shall be established a Joint Labor/Management Committee to review the effectiveness of this Agreement.

2. The Committee shall consist of five (5) representatives appointed by the Business Manager of the Union and five (5) representatives appointed by the Association. Union members of the Committee shall consist of the Business Manager of the Union and four (4) other representatives appointed by the Business Manager. Association representatives shall consist of representatives of five (5) signatory Employers. The Committee shall elect a Chairman from its membership.

3. The Committee may engage the services of an independent Administrator to assist in the organization and the function of the Committee. The services of the Administrator and other mutually agreed to costs shall be paid for in equal shares by the Union and the Association. Committee members shall serve without compensation from the Committee.

4. The Committee shall meet at least once quarterly. The Committee shall be responsible for reviewing the employment levels in the insulation industry and for gathering information as to employment in the industry of employees covered by this Agreement and employees not covered by this Agreement. The Committee shall prepare a quarterly report to be transmitted to the Union membership and to the contractors signatory to this Agreement. The report is to be an analysis of the current and future effectiveness of this Agreement.

ARTICLE XXI
Special Agreements

1. The Employer and the Union recognize that the International Association of Heat and Frost Insulators and Asbestos Workers has entered into and may in the future enter into a General President's Maintenance Agreement (hereinafter "GPMA") and National Erectors Association National Maintenance Agreement (hereinafter "NEA") and other such National Maintenance Agreements within the jurisdiction of the Union, which agreements provide wages, hours, and conditions of employment different from this Basic Agreement. If the International enters into such an Agreement with a contractor or user for work to be performed at a petroleum, chemical or power generating station within the jurisdiction of the Union, the Union agrees that this same Agreement will apply to the Employer for the same work at the same project. Application of these Agreements to a specific project shall not affect the application of this Basic Agreement to any other work performed by the Employer at any other jobsite, or at its shop.

2. The parties agree that any project or jobsite agreement that is agreed upon by the Employer and the Union, (such as a G.P.M.A., N.M.A., National Stabilization Agreement, or any similar agreement between the Employer and the respective craft Unions), for the purpose of performing any work covered by Articles XI, XV, and XVI of this Agreement, all such work shall be performed by workers working under this Agreement and no other Sub-Agreements shall apply to said projects unless the job was bid before such a Project Agreement was entered into by the parties to such an agreement, and also providing that the job was bid by said Employer without the Employer having any prior knowledge of, or reasonable expectation of a pending Project Agreement.

ARTICLE XXII
Pre-Apprentice Program

1. The Job classification of Pre-Apprentice is established to provide a source of applicants for the Apprenticeship Program. The Pre-Apprentice shall perform work within the "Work Covered" provisions of Article XI of this Agreement, except prevailing wage projects or any job where the pre-job agreement prohibits the use of a Pre-Apprentice.

AMENDMENT DATED SEPTEMBER 7, 2006
TO SECOND AGREEMENT TO EXTEND MEMORANDA OF
UNDERSTANDING AND AGREEMENT TO INCREASE CONTRIBUTIONS

The WESTERN INSULATION CONTRACTORS ASSOCIATION CENTRAL LABOR COMMITTEE and WESTERN STATES CONFERENCE OF ASBESTOS WORKERS agree to amend the Second Agreement to Extend Memoranda of Understanding and Agreement to Increase Contributions (the "Agreement", a copy of which is attached and incorporated by reference) as follows:

The contribution to the Define Benefit Pension for the period January 1, 2007 until December 31, 2009 shall be as follows:

Begin Date	Current Hourly Contribution Rate	Wage Reallocation	Employer Contributions	New Hourly Contribution Rate
January 1, 2007	$2.36	$0.40	$0.20	$2.96
January 1, 2008	$2.96	$0.40	$0.20	$3.56
January 1, 2009	$3.56	$0.40	$0.20	$4.16

The increases shall be paid for by a reallocation and deduction from the current wage package and new employer contributions.

WESTERN INSULATION CONTRACTORS ASSOCIATION CENTRAL LABOR COMMITTEE

WESTERN STATES CONFERENCE OF ASBESTOS WORKERS