

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
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



INTERNATIONAL ASSOCIATION OF HEAT & FROST INSULATORS & ALLIED WORKERS

Local No. 5 City Azusa State California
Address 670 E. Foothill Blvd., Unit 2 91702-2628

June 24, 2009

Re: Collective Bargaining Agreement

Eric Fults,
Western Insulation Contractor Association (WICA)
1375 S. Acacia Ave., Ste A
Fullerton, CA 92831

Dear Eric:

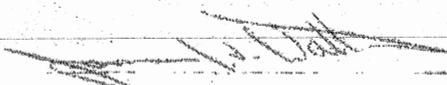
The members of Heat and Frost Insulators Local 5 voted and agreed to extend the Basic Agreement for one additional year. The Agreement originally expired on September 28, 2008, it was extended to June 28, 2009.

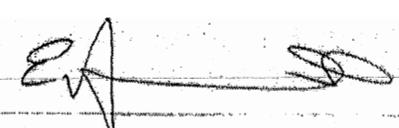
If agreed by WICA, the Basic Agreement will be extended one additional year, changing the expiration date to June 28, 2010.

By signing below, WICA agrees to the extension of the Agreement.

Thank you,

Agreed:


James W. Watkins,
Business Manager, Local 5


Eric Fults,
WICA President

**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**

R E C E I V E D
Department of Industrial Relations

DEC 07 2004

Div. of Labor Statistics & Research
Chief's Office

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.

**ARTICLE XV
Shipyards Work**

Shipyards work is only referred to by reference and the actual terms and conditions will be found within the Shipyards 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

**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

Grant S. Berg

Don Daniels

[Signature]

Ted Boff
