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:
Hazardous Material Handler 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

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

APPENDIX F

3-5-3

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MAINTENANCE ADDENDUM AGREEMENT

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Southern California Chapter
Western Insulation
Contractors Association
and
Local No.5
International Association of
Heat and Frost Insulators
and Asbestos Workers

August 2, 2004
to
September 28, 2008

SOUTHERN CALIFORNIA CHAPTER
WESTERN INSULATION
CONTRACTORS ASSOCIATION
and
LOCAL NO.5
INTERNATIONAL ASSOCIATION OF
HEAT AND FROST INSULATORS
AND ASBESTOS WORKERS
MAINTENANCE AGREEMENT
August 2, 2004
to
September 28, 2008

This Maintenance Agreement (hereinafter called the "Agreement"), having been the subject of negotiations between a committee appointed by Southern California Chapter, Western Insulation Contractors Association (hereinafter called the "Association") and International Association of Heat and Frost Insulators and Asbestos Workers, Local No.5 of Los Angeles, California (herein-after called the "Union"), is now made and entered into this _____ day of _____, 20_____, by and between _____ (Insert name of individual employer, hereinafter called the "Employer") and the Union.

By entering into this Maintenance Agreement, each Employer shall be bound by this Agreement and further agrees to be bound to each and every provision of the Basic Agreement.

Section I (a)
WORK COVERED

1. This Agreement covers the terms and conditions of employment of all employees working in San Luis Obispo, Kern, San Bernardino, Ventura, Santa Barbara, Los Angeles, Riverside, Orange, San Diego, Imperial and Inyo Counties, and engaged in asbestos abatement, hazardous waste cleanup and/or stabilization, insulation maintenance, manufacturing, foam application, shipyard and oil field work.

The Employer further agrees that on all operations outside of the chartered territory of the Union he will abide by the rates of pay, rules and working conditions established by a local collective bargaining agreement between the local insulation contractors and the local union in that jurisdiction.

2. Insulation maintenance is defined as any industrial or marine insulation work consisting of renovation, repair or maintenance character on Mechanical Systems, including piping, ducts, breechings, and processing and manufacturing systems. For the purpose of this Agreement the following definitions shall apply:

Maintenance: Maintenance shall be defined as any work performed of renovation, repair or a maintenance character within the limits of any individual property.

Repair: The word repair as used in this Agreement and in connection with maintenance is work required to restore, by replacement or by revamp, existing facilities to an efficient operating condition.

Renovation: The word renovation used in this Agreement and in connection with maintenance, is work required to restore, by replacement or by revamp, existing facilities to an efficient operating condition.

3. Manufacturing is defined as non-job site and fabrication of insulation materials, performed at the Employers regular place of business.

4. Oil Field work is defined as insulation of piping and equipment which relates to or concerns the production or extraction of oil, including extraction piping, gathering lines and related vessels.

5. New construction work that is related to the refining of oil is excluded from this Agreement. Such work shall be performed under the terms of the Basic Agreement.

6. Spray foam application is defined as preparation of piping and/or equipment and the application of insulation foam and coating materials incidental to foam systems when applied by machine, including new construction and maintenance. For purposes of this Agreement foam application does not include poured foam or R.T.V. type foam used in new construction.

7. Shipyard work is defined as insulation of piping and equipment as needed on all ships.

8. This Agreement does not cover new construction work except for oil field work and spray foam application, as described in paragraphs 4 and 6 above.

SECTION I (b)
EMPLOYEES COVERED

The terms of this agreement shall apply to all full-time and regular part-time employees of the employer, including insulators, helpers, laborers, truck drivers, warehousemen, fabricators, fireproofers, painters scaffold builders, welders, steam and electrical tracers, equipment operators, refractory installers, sheet metal workers, carpenters and iron workers employed by the employer on work projects cover by this agreement.

SECTION II
UNION SECURITY

1. The Employer recognizes the Union as the sole and exclusive bargaining representative of all employees of the Employer on work covered by this Agreement over which the Union has jurisdiction. This recognition agreement is made pursuant to Section 9 (a) of the National Labor Relations Act (29 U.S.C. 159 (a)).

2. Employer agrees that employees who are employed on or after the eighth (8th) day following the beginning of their employment, or the effective date of this Agreement,