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SCOPE OF WORK PROVISION

FOR

PLUMBER: FIRE SAFETY TECHNICIAN

IN

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

3-5-4 + 204-X-18

July 30, 2007 - June 30, 2010

AGREEMENT

For the Fire Safety and Miscellaneous Sealing

of Pipe Sleeves and Penetrations for Southern California,

between Local No. 5

International Association of Heat and Frost Insulators and Asbestos

Workers, Southern California Pipe Trades

District Council No. 16 and its Affiliated Local Unions,

and Industry Contractors

PREAMBLE

The purpose of this Agreement is to provide capable and timely service to the appropriate contractors engaged in the construction, repair, rehabilitation and remodeling of all types of structures and to diminish conflicts and strife within the construction industry.

SECTION I
PARTIES-AREA OF AGREEMENT

The parties to this agreement shall be the Local No. 5 International Association of Heat and Frost Insulators and Asbestos Workers and the Southern California Pipe Trades, District Council No. 16 and its affiliated Local Unions ("U.A."), collectively referred to herein as "the Unions" and the signatory Contractors performing the work covered under this Agreement, collectively referred to herein as "the Employer."

The geographic jurisdiction of this Agreement shall consist of the Counties of Los Angeles, Orange, Riverside, San Bernardino, Imperial, San Diego, Ventura, Santa Barbara, San Luis Obispo, Inyo, Kern, and Mono.

Employees covered by this Agreement shall have the ability to travel throughout the geographic jurisdiction of this Agreement without restrictions.

SECTION II
WORK COVERED - EMPLOYER RESPONSIBILITY

The work covered by this Agreement shall be the sealing of sleeves, penetrations, 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 material installed by employees of contractors in the plumbing, heating and piping industries.

The Employer shall furnish all tools (with the exception of the employees' attached tool list), materials, equipment, and whatever is required to perform the work of this Agreement. The Employee shall be responsible for cleaning and care of the Employer's tools. The Employee shall return all tools, material, and equipment to

the Employer upon request. The Employer shall at no time assign the work of this Agreement to any employee that is not a Fire Safety Technician or Fire Safety Journeyman referred by the Asbestos Workers Local 5 or out of the U.A. affiliated Local Unions as provided in Section V herein.

SECTION III
EMPLOYEES COVERED - JOB DESCRIPTION

The employees covered by this Agreement shall be Fire Safety Workers in four classes as follows:

Class I- Fire Safety Technician - A Fire Safety Worker with less than 2000 hours of experience as a Fire Safety Technician.

Class II -Fire Safety Technician - A Fire Safety Worker with more than 2000 hours, but less than 4000 hours experience as a Fire Safety Technician.

Class III Fire Safety Technician - A Fire Safety Worker with more than 4000 hours, but less than 6000 hours experience as a Fire Safety Technician.

Class IV- Fire Safety Journeyman - A Fire Safety Worker with more than 6000 hours experience as a Fire Safety Technician.

Fire Safety Technicians Class I, II and III shall have direct supervision by a Fire Safety Class IV Fire Safety Journeyman. At no time shall either Class I, II, or III Fire Safety Technicians be allowed to work without the onsite supervision of a Class IV Fire Safety Journeyman. The 1st man on a job site shall be a Class IV Fire Safety Journeyman. In the event a Class IV Fire Safety Journeyman is not available, the Employer shall designate any other Fire Safety Technician as a temporary Class IV Fire Safety Journeyman to be paid at Class IV Fire Safety Journeyman rate, until such time that a Class IV Fire Safety Journeyman becomes available. Employer shall notify the Unions, by FAX, of any such designation.

A fire safety worker is an employee of the Employer signed to this Agreement whose duties shall be the operation, maintenance, repair and care taking of the Employer's tools, equipment, machinery and materials, as directed by the Employer or his agent and any other duties the Employer may assign in connection

with the work of this Agreement or not contrary to this Agreement. The training, certification, and instruction of Fire Safety Workers is the sole responsibility of the Employer.

SECTION IV
SUB-CONTRACTING - UNION SECURITY - EMPLOYER PREROGATIVES

The work covered by this Agreement shall not be sub-contracted or assigned in any manner to any contractor, firm, or person not signatory to this Agreement or to the Local 5 Basic Agreement. or U.A. Master Labor Agreement in the applicable area.

The parties agree that all Fire Safety Workers not members of Local 5 or the U.A.'s affiliated Local Unions, when hired shall, within seven days make application for membership in the appropriate Union. During this seven-day grace period, the Employer shall pay the appropriate wages and fringes as per this Agreement. The Unions agree to admit such applicants to membership on terms not more burdensome than required of other applicants for Union membership.

The Employer shall have the exclusive right to hire, discharge, or layoff, Fire Safety Workers for any reason not contrary to this Agreement or to law.

SECTION V
HIRING PROVISIONS - LAYOFFS - CREW MAINTENANCE

The Unions shall maintain lists of available Fire Safety Workers. Employers shall hire from this list either by calling for a particular individual Fire Safety Worker by name, or accepting the first Fire Safety Worker on the list.

The Employer agrees to maintain a 50%-50% ratio of Fire Safety Worker members between the Local 5 and the U.A. The Employer shall, within 30 days of signing this Agreement, move his newly hired Employees into the appropriate Union to maintain this ratio.

A new signatory employer shall, within 30 days of signing this Agreement, place his employees into the appropriate Union to achieve this 50% 50% ratio.