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 PROVISION

FOR

ASBESTOS WORKER, HEAT & FROST INSULATOR:

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

MASTER AGREEMENT

between

The International Association of Heat and Frost Insulators and Allied Workers Local 16

and the

Northern California Chapter, Inc.
Western Insulation Contractors Association

Effective August 1, 2007 to July 31, 2010

RECEIVED
Department of Industrial Relations
JAN 18 2008
Div. of Labor Statistics & Research
Chief's Office

ARTICLE I
Area Covered

1. It is hereby agreed that these working rules and wage rates in this Agreement shall apply in the following Northern California and Northern Nevada counties. Northern California: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Mono, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba. Northern Nevada: Carson, Churchill, Douglas, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, and Washoe.

2. Employers party to this Agreement agree that on all operations outside of the area covered by the chartered jurisdiction of Local 16, they will abide by the rates of pay, rules and working conditions established by the collective bargaining agreement between the local insulation contractors and the local Union in that jurisdiction. An Employer may send a journeyman from Local 16, and such employee shall receive, in addition to transportation cost, the highest wage rates for his classification, board allowance, fringe benefits and other conditions of employment as established in either Agreement.

ARTICLE VI
Work Covered

57. The Association and the Individual Employers, parties hereto, recognize the Union as the duly authorized, sole and exclusive Collective Bargaining Representative under Section 9(a) of the National Labor Relations Act of all employees employed by the Individual Employers who perform work covered by this Agreement, on all present and future job sites within the jurisdiction of the Union, on the following basis: The Union has requested that each Individual Employer recognize the Union as the Section9(a) representative of its employees; the Union has offered to submit to each Individual Employer, directly or through its bargaining representative, evidence that the Union has the support of a majority of the Individual Employer's employees; and the Individual Employer acknowledges and agrees that a majority of its employees have authorized the Union to represent them in collective bargaining.

58. Local 16 shall have a permanent office address with telephone service where their Business Agent or authorized officer can be communicated with between 7:30 a.m. and 3:00 p.m. each working day for the purpose of answering inquires and providing the necessary service to the trade.

59. This Agreement shall cover all work falling within the recognized craft jurisdiction of Local 16, including without limitation of the foregoing:

60. Lining of all mechanical room surfaces and air handling shafts.

61. The filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems.

62. All foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems.

63. All duct lining, and duct wrapping, done on the job site, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes.

64. The insulation of all field joints on pre-insulated underground piping, and the pouring of Gilsilite or its equivalent.

65. Any finish material which is contiguous to the thermal or acoustical application.

66. The preparation, distribution of materials on job sites, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintaining, finishing, and weather proofing of hot or cold thermal or acoustical insulation with such materials as may be specified.

67. The application of any material, including metal and PVC jacketing, Alumaguard or equivalent, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control.

68. The Agreement shall cover all other work of a specialty nature, covered by the jurisdiction of Local 16 or the International Union.

69. All such work of the Individual Employer which has normally and traditionally been performed at the job site by the employees covered by this Agreement shall continue to be performed at the job site by the employees covered by the Agreement. The Individual Employer may, however, bring in for installation at the job site, materials not so fabricated which have been fabricated elsewhere provided no employee may be required to install such materials if fabricated under conditions less favorable to employees than those provided under this Agreement.

70. None of the work covered by this Agreement, which is to be performed at the site of construction, alteration, painting or repair of any building, structure or other work, shall be subcontracted by any Individual Employer except to an Individual Employer who is included within the multi-Employer collective bargaining unit covered hereby, or is otherwise party to this Agreement or any counterpart thereof.

71. This provision shall be enforced only when both of the following criteria are satisfied: (1) when such enforcement is necessary to protect and preserve to the employees in the aforesaid multi-Employer collective bargaining unit all of the work normally and traditionally performed by them and for no other cause. (2) For any specialty work under Local 16's jurisdiction, for which said Union cannot provide a Employer signatory to Local 16 the provisions of this Section shall not apply.

72. All disputes over the jurisdiction of the work covered by this Agreement, if not satisfactorily settled, shall be referred to the Plan for Settling of Jurisdictional Disputes in the Construction Industry or such other tribunal as may become successor thereto. The Individual Employers and the Union agree to be bound by all of terms and provisions of the Plan for Settlement of Jurisdictional Disputes and by the procedural rules and regulations of the National Joint Board, or by the provisions of any plan successor thereto which may be adopted by the Building and Construction Trades Department, AFL-CIO.