AGREEMENT

BETWEEN

NATIONAL FIRE SPRINKLER ASSOCIATION, INC.

AND

SPRINKLER FITTERS AND APPRENTICES
LOCAL UNION NO. 483
SAN FRANCISCO, CALIFORNIA

OF THE

UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES

OF THE

PLUMBING AND PIPE FITTING INDUSTRY
OF THE UNITED STATES AND CANADA

EFFECTIVE AUGUST 1, 2005 – JULY 31, 2008

73
Rebleski Printing Co.

TABLE OF CONTENTS

		Page
ARTICLE 1	Agreement	1
ARTICLE 2	Declaration — Favored Nations	1
ARTICLE 3	Territory	2
ARTICLE 4	Union Security	2
ARTICLE 5	Wages	3
ARTICLE 6	Travel	4
ARTICLE 7	Hours of Labor	4
ARTICLE 8	Holidays/Designated Off Days	5
ARTICLE 9	Production of Labor	6
ARTICLE 10	Materials and Fabrication	6
ARTICLE 11	Tools	7
ARTICLE 12	Subcontracting	7
ARTICLE 13	Company Vehicles	7
ARTICLE 14	Manpower	7
ARTICLE 15	Apprenticeship	7
ARTICLE 16	Jurisdiction of Work	9
ARTICLE 17	Work Assessment	9
ARTICLE 18	Vacation Plan	10
ARTICLE 19	Grievance Procedure and Arbitration	11
ARTICLE 20	Superintendent and Foreman	13
ARTICLE 21	Health and Welfare	13
ARTICLE 22	Pension	14
ARTICLE 23	Supplemental Pension	14
ARTICLE 24	Industry Promotion	15
ARTICLE 25	Assent of Health and Welfare and Pension Funds	15
ARTICLE 26	Uniformity of Contributions	16
ARTICLE 27	Surety Bond	16
ARTICLE 28	Duration of Agreement	16
ARTICLE 29	Drug and Alcohol	16
ARTICLE 30	Hiring and Hiring Procedure	19
ARTICLE 31	General Savings Clause	20
ARTICLE 32	Provisions for Renewal of Agreement	21
Addendum to Agreement		22

U.A. LOCAL 483
SAN FRANCISCO
LOCAL
483
BAY AREA
SPRINKLER FITTERS

AGREEMENT BETWEEN
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.
AND
SPRINKLER FITTERS AND APPRENTICES LOCAL UNION NO. 483, SAN FRANCISCO, CALIFORNIA, OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA

ARTICLE 1

This Agreement made this 20th day of July 2005, and effective August l, 2005, by and between National Fire Sprinkler Association, Inc., New York (hereinafter referred to as the Association) and Sprinkler Fitters and Apprentices Local Union No. 483, (hereinafter referred to as the Union).

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, commitments, representations and undertakings. No change, modification, amendment, variation or waiver of any of the terms and conditions of this Agreement shall be valid unless executed, or consented to, in writing by a duly authorized representative of the Association and a duly authorized representative of the local union. During the term of this Agreement, contractor members of the Association, individually or collectively, shall not have any authority to make any other agreements, verbal or written, with any agents or representatives of the local union, which would change, modify, amend, vary or waive any of the terms and conditions of this Agreement.

ARTICLE 2

This Agreement is entered into in good faith and the subscribers hereto declare their entire willingness to fulfill all requirements contained herein, their acts being done with the full knowledge, consent and authority of the Union and the Association. It is hoped and believed that this Agreement properly respected will tend to remove the causes for industrial strife and bring about a better understanding between employer and employee.

In order to minimize the occurrence of loss of wages or fringe benefits due employees represented by the Union it is agreed that any individual, partnership or corporation desiring to become a party to this agreement must meet each of the following conditions:

Owners, partners, or officers of a corporation, if they perform any of the work described in this Agreement, shall work within the framework of this agreement.

Each owner, partnership or corporation shall have and maintain the necessary workers compensation and State Disability Insurance as required by law and shall furnish to the Local Union a current certificate of said insurance.

FAVORED NATIONS CLAUSE: It is agreed that the National Fire Sprinkler Association, on behalf of its contractor members and other contractors who have assigned their bargaining rights, shall have the right to automatically incorporate into this Agreement any terms and conditions negotiated by any other employer or employer group with Local 483 that is more favorable to employers than what was negotiated by the Association. The provisions of this paragraph will not be construed to prohibit Project Agreements or to prevent certain temporary concessions to this Agreement used in organizing efforts.

Any special terms, conditions or amendments provided for a specific marketing need as agreed by the parties may be implemented in accordance with established procedures negotiated between the N.F.S.A. and the Union. To the extent feasible within time constraints, such terms, conditions or amendments shall be made available to all signatory Employers with an interest or involvement in the specific job in question as defined above. In no event shall terms, conditions or amendments, referred to herein, constitute an action subject to or involving the Favored Nations Clause in the Agreement.

ARTICLE 3 - TERRITORY

The territory embraced in this Agreement shall include only the counties of San Francisco, Marin, Solano, Sonoma, Contra Costa, Alameda, San Mateo, Santa Clara and Napa.

ARTICLE 4 – UNION SECURITY

All present employees covered by this Agreement, shall, as a condition of employment, (and to the extent and in the manner as provided for and permitted by State and Federal Laws) become members of Local Union 483, eight (8) days following August 1, 2005.

All new employees shall as a condition of employment, become members of Local 483 at the end of eight (8) days employment (to the extent and in the manner as provided for and permitted by State and Federal Laws). A person not a member of Local Union 483 shall be acceptable for employment as a journeyman when he/she:

1. Has produced for the employer a sworn affidavit of five (5) years experience in the sprinkler industry as an apprentice and/or journeymen on the letterhead of his previous employer or employers. The five (5) year period conforms to the period of apprentice training as set forth in the Apprenticeship Standards of the Sprinkler Industry.

2. Passes a satisfactory examination as to his/her skill and ability as a building and construction trades journeyman, conducted by the Examining Committee of Sprinkler Fitters Local 483.

3. Has met the requirements of the Constitution of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada for membership.

The National Fire Sprinkler Association, Inc. for and on behalf of its contractor members that have given written authorization, and all other employing contractors becoming signatory hereto, on the basis of objective and reliable information, recognize Local 483 as the sole and exclusive bargaining representative for all journeymen sprinkler fitters and apprentices in the employ of said Employers, who are engaged in all work as described in Article 13 of this Agreement, within the territorial jurisdiction of Local 483, with respect to wages, hours and other conditions of employment, pursuant to Section 9 (a) of the National Labor Relations Act.

ARTICLE 5 - WAGES

Effective August 1, 2005 the rate of wages to be paid under this Agreement for Journeymen shall be Thirty-Nine Dollars and Sixty-Nine Cents ($39.69) per hour

Effective January 1, 2006, an Economic increase of Twenty-Five Cents ($0.25) is to be paid under this Agreement to Journeyman for wages or Supplemental Pension.

Effective August 3, 2006, the Economic Package to be paid under this Agreement for Journeyman shall be increased by Two Dollars ($2.00) per hour.

Effective July 30, 2007, the Economic Package to be paid under this Agreement for Journeyman shall be increased by Three Dollars ($3.00) per hour.

The work week shall end on Friday and the men shall be paid on or before the following Thursday. An employee shall be paid by the end of the work shift, or by 5:00 p.m., if being paid by mail. If the employee does not receive his pay-check by 5:00 p.m. Thursday, he shall notify his employer and the Local Union. Any employee who does not receive his pay at the time set forth above, shall be entitled to four (4) hours additional pay. It is further understood that an additional four (4) hours pay will be paid to the employee for each day (24 hour period) until he receives his pay check provided the employee has notified his employer and the local union that he did not receive his pay check. There shall be no penalty pay for late checks due to the post office services provided the check was mailed in sufficient time to arrive within the time limits of this Article. A bad check or post dated check will be considered as non-payment.

The Union may require any employer to pay by certified or cashiers check if they have issued a pay-check that is returned to employees for "non-sufficient funds". Bank charges to process checks returned for "non-sufficient funds" shall be paid by the Employer. Employees shall be paid in full at the time they are laid-off. There shall be a letter faxed/sent to Local 483 within 72 hours for any Journeyman or Apprentice terminated for cause, outlining the date and cause for such termination. Absent such letter within the 72 hour timeframe, the discharge shall be recorded as a lay-off. Any member terminated for cause shall be paid in full within 72 hours. Any member who is not paid in full within 72 hours shall be eligible for penalty pay as allowed for in this article.

ARTICLE 6 - TRAVEL

When an employee is required to move during the day from one job to another within the jurisdiction of Local Union No. 483, he shall receive Forty and One Half Cents ($.405) per mile for mileage between jobs one way, effective August 1, 2005.

No employee covered by this Agreement shall use his/her personal vehicle to transport the employer's tools or material.

ARTICLE 7 – HOURS OF LABOR

Eight (8) consecutive hours with one-half (1/2) hour for lunch to be taken midshift between 6:00 a.m. and 5:00 p.m. Monday through Friday shall constitute a regular day's work. Employees shall be entitled to such rest periods as required by law.

All men shall be on the job ready to work with clothes changed at starting time and shall leave the job with clothes changed at quitting time.

Any employee who leaves the job before quitting time of his own volition shall be paid the actual hours he worked. Working hours may be changed by mutual agreement between the contractor and the Union. A copy of such agreement must be sent by the Union to the National Fire Sprinkler Association, Inc. within five (5) days of the Agreement.

Any workman after being hired or reporting for work at the regular time and for whom no work is provided shall receive pay for four (4) hours at the prevailing rate of wage unless he has been notified before leaving home not to report.

An exception shall be made when strike conditions or any stoppage of work occurs or any workman leaves his work of his own accord.

Any employee who is not notified and shows up for work and is unable to work due to inclement weather, shall contact the Employer for re-assignment. If no work is available the employee shall be paid two (2) hours at the appropriate wage rate.

Any employee injured on the job to the extent of requiring a doctor's care and such injury prevents him from returning to work, the employee shall be paid a full days' wages for the day of the injury.

OVERTIME: Work performed in excess of eight (8) hours of the regular work day or work performed before or after the established starting or quitting time and over forty (40) hours during the regular work week shall be at time and one half the journeyman's hourly wage rate. All work performed on Sundays and holidays shall be at double the journeymen's hourly wage rate.

SHIFT WORK: Shift work may be performed at the option of the Employer. However, when shift work is performed it must continue for a period of not less than five (5) consecutive work days. Eight (8) hours shall constitute a shift. The day shift shall work a regular eight (8) hour shift as outlined above. The hourly rate for men on the second and third shifts shall be fifteen percent (15%) above the basic hourly rate. Any time worked in addition to the standard eight (8) hour shift shall be paid at time and a half (1½) of the Shift Rate. Each shift shall run concurrent to the previous shift.

It is further agreed that when shifts are worked, a minimum of two (2) Employees covered by this Collective Bargaining Agreement, shall work on each shift. All shifts shall provide for a half-hour lunch period in addition to hours worked.

OFF-HOURS: On all buildings that are occupied and the hours are not under the control of the Contractor, and the hours do not fall into the category of the regular work day, or the shift clause cannot apply, the Contractor may bid the "Off Hours" at straight time plus 15%. Any time worked in addition to eight (8) hours the Off Hours Shift shall be paid at time and one half (1 ½) of the Off Hours Rate. This paragraph shall not apply to new construction, emergency work, or if there are other Building Trades personnel on the same job prior to the off hours.

It is understood that prior to the initiation of the "Off Hours" shift, the owner of such building (or owner's representative) shall provide a written confirmation as to the owner's necessity that the work in the above paragraph be done during the "Off Hours" period.

When off hours work is performed, it must continue for a period of not less than four (4) consecutive days.

ARTICLE 8 – HOLIDAYS/DESIGNATED OFF DAYS

The following days shall be considered Holidays: New Year's Day, Martin Luther King Jr. Day, Washington's Birthday, Decoration Day, July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, Christmas Day and New Years Eve.

If the Holiday falls on Sunday, the Monday following the holiday shall be considered the Holiday. If the Holiday falls on Saturday, the Friday preceding the Holiday shall be considered the Holiday.

Employees will work according to the calendar established for the 46 Counties of Carpenters for the safety of all employees covered by this Agreement. Four (4) days per year will be selected by the Union as designated days off as set forth below:

2006: February 17, May 26, July 3, September 1
2007: January 12, February 16, May 25, August 31
2008: January 18, February 15, May 23, August 29

Designated day off, if worked, shall be paid at the overtime rate as designated for Saturdays.

ARTICLE 9 – PRODUCTION OF LABOR

It is agreed that a fair day's work will be performed at all times and that the highest possible standard of work shall be maintained. There shall be no limitation of the amount of work to be performed.

No Fitter or Apprentice working for an employer shall work overtime for another employer during any Twenty-four (24) hour period.

There shall be no restriction as to the use of machinery and tools.

There shall be no restriction as to the use of materials.

There shall be no restriction as to the manner in which work shall be done.

The employer and employee shall comply with all Federal and State safety laws.

Employers are at liberty to discharge whomever they desire for just cause, but when employees are discharged, they shall be paid in full. Quality work shall be performed at all times by all employees covered by this Agreement.

ARTICLE 10 – MATERIALS AND FABRICATION

The union shall accept materials as delivered by and for the employer and the handling of materials shall be performed by employees covered by this Collective Bargaining Agreement. It is understood and agreed that the Association shall have the right to make on one screwed fitting on threaded pipe in the factory for shipment to any job within the territory of the Local Union and that the employees covered by this Agreement shall accept this material without objection or interruption.

The foregoing, however, shall not apply to spool pieces, feed main nipples and pipe and fittings that must be hot dipped.

All work required for the assembling and fabrication of welded pipe formations shall be performed either on the job site or off the job site by Local Union 483 journeymen and apprentices receiving the rates in this Agreement.

At the option of the employer the welding work described above may be placed in a pipe fabrication shop signatory to the National Fabrication Agreement and the Union Label Agreement.

All brazing and soldering of copper pipe done in the sprinkler industry shall be fabricated and assembled by journeymen or apprentices on the job site.

The drilling of holes in pipe for mechanical fittings may be performed in the factory. The attachment of these mechanical fittings to said pipe shall be performed in the field by employees covered by this Agreement.

ARTICLE 11 - TOOLS

The Employers agree to furnish to all members all tools and equipment as determined by the Employer, necessary to make a complete sprinkler piping installation. The first employer of an apprentice shall supply a set of personal hand tools to that apprentice. Hand tools are defined as Level, Channel Locks, Tape, Keel, Hammer, up to 14 inch Pipe Wrench, Hacksaw, ½ inch Drive Socket Set and up to 10 inch Crescent Wrench. No Journeyman or Apprentice shall be required to deposit any money to guarantee the safety of any tool kit or be liable for any tools lost, stolen or damaged. Journeymen and Apprentices will to the extent possible, protect the Employers' tools from theft or damage.

ARTICLE 12 – SUBCONTRACTING

No journeyman or apprentice covered by this agreement will be permitted to subcontract or lump the installation of any sprinkler work, or any other work covered by the terms of this Agreement, or to work on any job where subcontracting is practiced.

No Employer shall sub-contract work to any Employee or arrange with any Employee to do work on a contract basis or any basis other than as provided in this Agreement.

ARTICLE 13 – COMPANY VEHICLES

No employee shall bear the cost of fuel or maintenance for any company vehicle or equipment.

All trucks of Employers shall bear a sign identifying the Employer. This lettering shall be a minimum 3" in height.

ARTICLE 14 - MANPOWER

The Employer shall determine the number of men for each job, in accordance with State and Federal safety regulations. Equipment shall be furnished. One fitter may be sent to do small jobbing work. The ratio of Journeymen to Apprentices shall be two (2) to one (1) on a company wide basis and shall be one (1) Journeyman to two (2) Apprentices on any job.

ARTICLE 15 - APPRENTICESHIP

The Union and the Association mutually agree that an Apprenticeship System has been established and that the wages, hours and working conditions of the Apprentices shall be as covered by the Apprenticeship Standards.

The rate of wage to be paid apprentices indentured on and after August 1, 2005 shall be the following percentage of the journeyman's wage rate:

Class 1 - 40%	Class 6 - 60%
Class 2 - 42.5%	Class 7 - 65%
Class 3 - 45%	Class 8 - 70%
Class 4 - 50%	Class 9 - 80%
Class 5 - 55%	Class 10 - 90%

The Union agrees to have a minimum of one hundred fifty (150) indentured apprentices in the Program for the life of this Agreement.

In order to carry out the functions of the Apprentice Program, each contractor who is a party to this Agreement shall pay to the "National Automatic Sprinkler Apprentice Fund of New York," Seventy Five Cents ($.75) per hour for all hours worked by all employees covered by this Collective Bargaining Agreement effective August 1, 2005.

Contractors, not represented by the Association, who strike Article 24 from their Agreement will be required to pay an additional Twelve Cents ($.12) per hour to the Apprentice Fund of NY for all hours worked by all employees covered by this Collective Bargaining Agreement effective August 1, 2005. Contractors, not represented by the Association, who strike Article 24 from their Agreement will be required to pay an additional Fifteen Cents ($.15) per hour to the Apprentice Fund of NY for all hours worked by all employees covered by this Collective Bargaining Agreement effective August 3, 2006.

It shall be the duty of the Trustees of this Fund to collect contributions from the employers who are a party to this Agreement and to disburse from this Fund monies, less the expenses of collection and administration, for expenses incurred by the Joint Apprentice Committee in the territory embraced by this Agreement in carrying out the functions of the Apprentice Program.

In consideration of benefits to be derived, the Union and Employers, party to this Agreement, do hereby join in and subscribe to the Declaration of Trust dated as of May 23, 1966, of the "National Automatic Sprinkler Apprentice Fund of New York" and agree to be bound by Amendments thereto and the employers to the Agreement agree to make contributions as set forth in the Agreement to the Trustees, and further, the parties to this Agreement authorize the parties of the "National Automatic Sprinkler Apprentice Fund of New York" to name Trustees and successor Trustees, hereby ratifies and accepts such Trustees and the terms and conditions of said Trust as fully and completely as if made by the undersigned.

Employers employing apprentices under the terms and conditions of this agreement shall be allowed one apprentice to each two Local 483 journeymen on a company basis, regardless of unemployment of journeymen in the area.

All signators to this Agreement must comply with regulations and required reports as established by the Joint Apprentice Committee.

United Association International Training Fund: In order to carry out the functions of the International Training Fund, each contractor who is party to this Agreement shall forward to the NASI Fund Office Five Cents ($.05) per hour for all hours worked by all employees whose wages are covered by this Collective Bargaining Agreement, effective August 1, 2005. NASI will forward these contributions to the United Association International Training Fund.

ARTICLE 16 – JURISDICTION OF WORK

The work of the Sprinkler Fitter and/or Apprentice shall consist of the installation, alterations, maintenance and repairs of all fire protection and fire control systems including the unloading, handling by hand or with power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes and hose connections to sprinkler systems, including common risers which feed both hose cabinets and sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems, also all tank, pumps connected thereto, CO2 and dry chemical for fire protection and halon.

It is understood that a trade or craft dispute in a United Association local union or between two or more United Association local unions shall be adjusted and decided in accordance with the procedure established in the current Constitution of the United Association.

All applicable points of the 50 Articles of Jurisdiction of the United Association shall be included. (See Addendum to this Agreement).

ARTICLE 17 – WORK ASSESSMENT

The employer shall each week withhold from the wages of each employee covered by this Collective Bargaining Agreement, for each hour worked such amounts as may be approved by the Local Union members and designated by the Local Union.

The Employer, shall each week, calculate from the wages of each employee, a Work Assessment from his/her gross wages (before any deductions) as determined by the Local Union. This calculation shall then be deducted from the employees "Net Wages".

Individual employees covered by this Agreement and the Union shall hold harmless the Employer and the National Fire Sprinkler Association, Inc. from any legal action because of the withholdings for "Work Assessment."

Each employer shall submit to the Local Union not later than the fifteenth (15th) of each month following the month in which the hours were worked, the hours worked and the total withheld for each employee for "Work Assessment." Reporting forms shall be furnished by the Local Union.

If there should be a change in the amount to be withheld, the employer shall start such withholding the first of the month following thirty (30) days notice. The Union, as the exclusive Employee Bargaining Representative, shall, by signing this Agreement, authorize all employers who are a party to this Agreement to withhold from the wages of said employees, any approved amount as may be designated from time to time. The designated amount withheld for "Work Assessment" shall be calculated on the "Gross Wages" (before any deductions).

ARTICLE – 18 – VACATION PLAN

The employer shall each week withhold from the "Net Wages" (after all deductions) from each employee covered by this Collective Bargaining Agreement for each hour worked such amounts as may be approved by the local union members and designated by the Local Union.

If there should be a change in the amount withheld, the employer shall start such withholding the first of the month following thirty (30) days notice.

The employer, each week, shall withhold from the "Net Wages" (after all deductions) from each journeyman and foreman, Two Dollars ($2.00) per hour for each hour worked. The employer, shall each week, withhold from the "Net Wages" of each apprentice starting with class 3 and above, One Dollar Fifty Cents ($1.50) per hour, for each hour worked.

Individual employees covered by this Agreement and the Union shall hold harmless the Employer and the National Fire Sprinkler Association, Inc. from any legal action because of the withholdings for Vacation.

Each employer shall submit to the Local Union not later than the fifteenth (15th) of each month following the month in which the hours were worked, the hours worked and the total withheld for each employee for "Work Assessment" and "Vacation" and a check in an amount of the total withholding for all the employees. Reporting forms shall be furnished by the Local Union.

The Local Union shall establish at a Savings Institution an "Individual Savings Account" in the name of each employee and credit these withholding to each Individual Account. There shall be no cost or charge to any employer who is a party to this Agreement for the administration of the Vacation Plan.

The Employer shall be responsible for the accuracy of the reports and the mathematical calculations of the remittance report.

The employee may request time off for a vacation by giving adequate notice to his employer. Thirty (30) days shall be considered adequate. Such vacations shall be without pay.

There shall be a ten percent (10%) penalty on all contributions not received by the first Monday of the month following the due date. All penalty monies shall be disbursed to each members' vacation account.

ARTICLE 19 – GRIEVANCE PROCEDURE & ARBITRATION

During the term of this Agreement, there shall be no strikes, lock-outs, slow-downs or work stoppages.

The Union shall upon verification of delinquency from the respective funds remove employees covered by this agreement from employment of contractors for non-payment of wages, vacation and savings plan, welfare, pension, apprentice fund and industry promotion fund contributions providing advance notice of not less than twenty-four (24) hours is given of such action to the contractor. Such removal of employees and cessation of work by employees for said contractor shall continue until the administrator of the fund involved verifies that there is no money owing to the fund by said contractor.

When workmen are removed from a contractor's shop or job because of non-payment of fringe contributions or wages, the contractor shall pay to all such removed workmen sixteen (16) hours in addition to time worked on the date of removal.

A contractor may be absolved of any or all of the foregoing liabilities if he satisfies the Trustees that he failed to pay any contributions or to report because of an honest mistake, clerical errors or other reasons satisfactory to the Local Union.

All disputes and grievances by the employees or the Union and employers relative to the interpretation or application of this Agreement shall be processed in the following manner:

1. If an employee has a grievance relative to the interpretation or application of this Agreement, he shall advise the Business Agent of the Local Union in writing.

2. The Business Agent shall contact the employer and attempt to resolve said grievance. If he fails to resolve the grievance, the Business Agent, within four (4) working days, shall

3. Reduce the grievance to writing, setting forth the exact date of the alleged grievance, the nature of the grievance and the Article of the Agreement which has been violated and submit this to the National Fire Sprinkler Association, Inc. by registered mail requesting a meeting.

Within four (4) working days of the receipt of said notice, the National Fire Sprinkler Association, Inc. shall meet with representatives of the Local Union and the employer involved to resolve said grievance.

4. If the parties fail to resolve the grievance, they shall immediately submit the grievance to final and binding arbitration as follows:

The Union and the National Fire Sprinkler Association, Inc. shall request from the American Arbitration Association a list of five (5) names from which the parties will select an arbitrator.

The parties shall attempt, by mutual agreement, to select one of the five names submitted by the American Arbitration Association. If they are unable to reach an agreement, the five names shall be placed in a hat and one name drawn, said name shall be the chairman of the Board of Arbitration composed of one representative from the union and one representative from the National Fire Sprinkler Association, Inc.

The majority decision of this Board of Arbitration of three shall be final and binding upon the parties.

The Board of Arbitration must confine itself to the interpretation and Application of the Agreement and has no power to alter, change or amend said Agreement.

If the employer or the Association has a grievance relative to the interpretation or application of this Agreement, the grievance shall be submitted to the Union in writing by registered mail, setting forth the exact date of the grievance, the nature of the grievance and the Article of the Agreement which has been violated.

The Union shall meet with the Employer within two working days of receipt of the grievance to discuss said grievance.

If the parties fail to resolve the grievance, the Union and the National Fire Sprinkler Association, Inc. with the Employer present, shall meet within four (4) working days of notice that the parties did not resolve the grievance.

If the Union and the National Fire Sprinkler Association, Inc. fail to resolve the grievance it shall be submitted to final and binding arbitration as set forth herein.

The loser shall bear the total expense of the arbitration. Loser is defined as the Union, employee, contractor or National Fire Sprinkler Association, Inc.

All grievances to be considered must be submitted within ten (10) working days of the occurrence of the alleged grievance.

Sympathetic strikes called by the Local Building Trades Council which are sanctioned by the United Association, such sympathetic strikes to be local in character, shall be excluded from the above procedure. Sanction by the United Association shall be in writing to the National Fire Sprinkler Association, Inc.

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, for an employee to refuse to go through any primary picket line including a primary picket line of the Union.

ARTICLE 20 – SUPERINTENDENT AND FOREMAN

Inasmuch as the Superintendent is the agent of the Employer, the Employer may select anyone he sees fit to act as Superintendent.

Foreman as selected by the Employer, shall receive Four Dollars ($4.00) per hour more than the journeyman's scale, effective August 1, 2005.

Foreman as selected by the Employer, shall receive Four Dollars and Twenty-Five Cents ($4.25) per hour more than the journeyman's scale, effective August 3, 2006.

Foreman as selected by the Employer, shall receive Four Dollars and Fifty Cents ($4.50) per hour more than the journeyman's scale, effective July 30, 2007.

One man shall be present and paid Forman's Rate at all times on each and every job site, with the exception of two (2) hours on any given day for emergency.

ARTICLE 21 – HEALTH AND WELFARE

It is mutually agreed that a Health and Welfare Fund has been established for the employees covered by this Agreement on a National Automatic Sprinkler Industry basis.

For the purpose of the support, maintenance and administration of the fund, each contractor member who is a party to this Agreement shall pay to the Fund effective August 1, 2005, Five Dollars and Ninety Cents ($5.90) per hour for all hours worked by all employees covered by this Collective Bargaining Agreement.

For the purpose of the support, maintenance and administration of the fund, each contractor member who is a party to this Agreement shall pay to the Fund effective January 1, 2006, Six Dollars and Fifteen Cents ($6.15) per hour for all hours worked by all employees covered by this Collective Bargaining Agreement.

For the purpose of the support, maintenance and administration of the fund, each contractor member who is a party to this Agreement shall pay to the Fund effective January 1, 2007, Six Dollars and Forty Cents ($6.40) per hour for all hours worked by all employees covered by this Collective Bargaining Agreement.

It is agreed that during the life of this Agreement, should the contribution rate to maintain Level One Benefits be greater than the above amounts, the additional cost shall be covered from the wages of the employee.

It is agreed that a Retired Employee Subsidy Account (RESA) has been established. The contribution rate effective August 1, 2005, is Twenty-Five Cents ($0.25) per hour for all hours worked by all employees covered by this Collective Bargaining Agreement. At any time during the life of this Agreement, should there be any change to the contribution rate, the increase will

come from the members wage package. All RESA contributions will be added to the Health and Welfare contribution required above and submitted to the NASI Trust Fund.

ARTICLE 22 - PENSION

It is mutually agreed that a Pension Fund on a National Automatic Sprinkler Industry basis has been established for those employees covered by this Collective Bargaining Agreement.

For the purpose of the support, maintenance and administration of the fund, each contractor member who is a party to this Agreement shall pay to the Fund effective August 1, 2005, Two Dollars and Sixty Cents ($2.60) per hour for all hours worked by all employees covered by this Collective Bargaining Agreement.

For the purpose of the support, maintenance and administration of the fund, each contractor member who is a party to this Agreement shall pay to the Fund effective January 1, 2006, Two Dollars and Eighty-Five Cents ($2.85) per hour for all hours worked by all employees covered by this Collective Bargaining Agreement.

For the purpose of the support, maintenance and administration of the fund, each contractor member who is a party to this Agreement shall pay to the Fund effective January 1, 2007, Three Dollars and Ten Cents ($3.10) per hour for all hours worked by all employees covered by this Collective Bargaining Agreement.

The employer member shall not be responsible for any expense or cost beyond this contribution for the establishment, application and maintenance of said Pension Fund.

ARTICLE 23 – SUPPLEMENTAL PENSION

It is mutually agreed that a West Coast Automatic Sprinkler Industry Supplemental Defined Contribution Pension Fund (SIS) is hereby established for those employees whose wages are covered by this collective bargaining agreement.

For the purpose of the support, maintenance and administration of the fund, each contractor who is a party to this agreement shall pay to the fund Seven Dollars ($7.00) per hour for all hours worked by all journeymen employees covered by this collective bargaining agreement effective on and after August 1, 2005. Any increases to SIS on the anniversary date of the Collective Bargaining Agreement will reduce the amount available for wages from the package referred to in Article 5.

The employer shall not be responsible for any expense or cost beyond this hourly contribution as set forth herein.

This fund is created under an Agreement and Declaration of Trust by and between National Fire Sprinkler Association, Inc. and Sprinkler Fitters and Apprentices Local Unions No. 709, Los Angeles, California, No. 483, San Francisco, California, and No. 699, Seattle, Washington.

There shall be an equal number of Association and union trustees, appointed by the respective parties to this agreement. It shall be the duty of the trustees to administer the Agreement and Declaration of Trust in accordance with Federal and State Laws and to take all necessary steps to carry out the legal operation of the fund.

The employers bound by this agreement do hereby join in and subscribe to the Agreement and Declaration of Trust of the West Coast Automatic Sprinkler Industry Supplemental Defined Contribution Pension Fund and agree to be bound by any amendments thereto.

A Joint Committee is hereby created for the purpose of implementing the details of administration of this fund. Monthly contributions shall be made by all employers party to this agreement on behalf of each individual employee to a depository selected and agreed to by the Joint Committee.

ARTICLE 24 – INDUSTRY PROMOTION

Effective August 1, 2005, all contractors that have given their authorization for collective bargaining to the National Fire Sprinkler Association, Inc., and all other contractors that have voluntarily elected to become signatory to this provision shall pay to the National Fire Sprinkler Industry Promotion Fund a sum of money equal to Twelve Cents ($.12) per hour for each hour worked by each Journeyman and Apprentice subject to this Agreement. Effective August 3, 2006, the contribution rate shall be increased to Fifteen Cents ($.15) per hour for each hour worked by each Journeyman and Apprentice subject to this Agreement. It is understood that these amounts are to be used for the purposes of contract administration and national programs.

It is agreed by the parties to this Agreement that the contributions covered by this Article shall not be used in any manner which would be adverse to the interests of the Local Union. It is further agreed that should any of said contributions be used in any manner adverse to the interests of the Local Union, then the parties to the Agreement shall meet to resolve said issue within 21 days.

All contractors who have given authorization for collective bargaining to the National Fire Sprinkler Association, Inc., and all other contractors that have voluntarily elected to become signatory to this provision agree to become a party to the Agreement and Declaration of Trust establishing the National Fire Sprinkler Industry Promotion Fund.

It is understood and agreed that the Fund and Program benefits at all times through the life of this Agreement shall be such as to qualify for approval by the Internal Revenue Service of the U.S. Treasury Department and other appropriate government agencies if necessary to permit all Employers an income tax deduction for contributions paid hereunder.

ARTICLE 25 – ASSENT OF HEALTH AND WELFARE AND PENSION FUNDS

In consideration of benefits to be derived and other good and valuable considerations, Sprinkler Fitters Local Union No. 483, San Francisco, California, although not a Party to the Local 669

Agreement, does hereby join in and does subscribe to the Declarations of Trust made between the National Fire Sprinkler Association, Inc. and Local 669 and agrees to be bound by any Amendments thereto, and the Employers party to this Agreement with Sprinkler Fitters Local 483, San Francisco, California, agree to make contributions in the amounts set forth in this Agreement to the Trustees as provided by the Trust Agreements between the National Fire Sprinkler Association, Inc. and Local Union 669; and further, the parties hereto authorize said parties of the 669 Agreement to name trustees and successor trustees to administer said Health and Welfare and Pension Funds, hereby ratifies and accepts such Trustees in the terms and conditions of said Trusts as fully and completely as if made by the undersigned.

ARTICLE 26 – UNIFORMITY OF CONTRIBUTIONS

Whereas this Agreement provides for contributions to the National Automatic Sprinkler Industry Welfare and Pension Funds by contractors party to this Agreement, and, Whereas the Trustees of these Funds require uniform contributions to these Funds; therefore, the Welfare and Pension contributions as set forth in this Agreement shall be not less than the hourly contributions as required by the 669 Collective Bargaining Agreement, effective January 1 of each year.

ARTICLE 27 – SURETY BOND

Each contractor party to this Agreement on August 1, 2005, shall furnish to the Local Union a Surety Bond in the amount of Twenty Five Thousand Dollars ($25,000.00) to assure the payment of wages and all fringe contributions as provided in this Agreement.

All contractors who become a party to this Agreement after August 1, 2005, shall furnish to the Local Union at the time of subscribing to this Agreement a Surety Bond in the amount of Twenty Five Thousand Dollars ($25,000.00) to assure the payment of wages and all fringe contributions as provided in this Agreement.

It is further understood that should a contractor not be able to furnish a Surety Bond, in lieu of said Surety Bond a contractor may post a cash bond (certified check) in the amount of Five Thousand Dollars ($5,000.00) per man up to a maximum of five (5) men.

ARTICLE 28 – DURATION OF AGREEMENT

The duration of this Agreement shall be from August 1, 2005 through July 31, 2008.

ARTICLE 29 – DRUG AND ALCOHOL

The N.F.S.A. and Local 483 acknowledge that the use of alcohol and illicit drugs that impair work performance is detrimental to the health and safety of the employees covered by this Agreement. It is also acknowledged that employees suffering from an alcohol or drug related problem should be accorded the opportunity to remedy their health problem. Therefore, it is hereby agreed by the parties as follows:

1. An employee shall not report for work in a condition unfit for work due to the use of alcohol, illegal drugs, or other illegal substances that impair his/her work performance. Being in a condition unfit for work because of the effects of illegal drugs, alcohol or other illegal substances that impair work performance while at the job site is cause for disciplinary action, up to and including discharge.

2. If an Employer has "probable cause" to suspect that an employee is unfit for work as described above, the Employer may require the employee to submit to a detection test as outlined in Paragraph 3 to determine whether the employee is in violation of Paragraph 1. "Probable cause" means objective belief based on direct observation by a supervisor or management representative such that it can be described with particularity, i.e., specific facts. All such facts must be immediately reduced to writing by the supervisor or management official and provided to the employee and the Union. If a supervisor or management official is not "on site" to observe an employee whose performance is impaired, the job foreman shall contact the Employer by telephone immediately.

"On site" means the location of the job at which the employee is suspected of being unfit for work.

3. The procedure for detection of alcohol related impairment shall be the same as used by the State of California and presumptive impairment shall be determined by using the State established level for a finding of driving a vehicle while intoxicated. The testing procedure for drug related impairment shall use the EMIT or similar screening test in the first instance. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative or positive for these five drugs or classes of drugs:

The following initial cutoff levels shall be used when screening specimens to determine whether they are negative or positive for these ten drugs or classes of drugs:

Initial Test Level (ng/ml)	
Amphetamines	1000
Barbiturates	50
Benzodiazepines	300
Cocaine	300
Methadone	300

Initial Test Level (ng/ml)	
Opiates	300
Phencyclidine (PCP)	25
Propoxyphene (Darvon)	300
THC (marijuana and cannabinoids)	50
Methaqualones (Qualudes)	300

The results of the test must be confirmed by the gas chromotography/mass spectrometry method. The failure to confirm the initial finding by GC/MS shall nullify the initial screening. The types of drugs listed above are not the exclusive set of drugs for the detection of which analysis may be conducted provided the parties are in agreement as to applicable procedures and standards for drugs not enumerated above.

4. The testing shall be conducted by a laboratory certified to perform such tests by the United States Department of Health and Human Services or any other laboratory designated by agreement of the parties. The collection of the samples shall conform to procedures established

by HHS in February 1987. These procedures are available, upon request, from the National Fire Sprinkler Association, Inc. and from the Union.

5. After any sample is collected pursuant to the provisions of this Article, the employee shall be given a portion of the sample collected for his/her own analysis. Said portion shall be clearly identified and sealed. The Employer shall also provide the employee and Union representatives with a listing of the three (3) closest laboratories or testing agencies which comply with HHS Guidelines cited above. In the event the Union Representative is not available to be "on site" within one hour, the Union shall designate a temporary, alternate Union Representative. The employee shall have the right to independent analysis at these approved facilities. Any report on the contents of the sample must contain a signed attestation that the seal was intact upon submission to the testing facility.

6. The Employer shall notify the Union, in writing, that it has required a test to be performed and the reasons for testing as outlined in Paragraph 2 of this Article. The employee shall be advised by the Employer that he/she has the right to Union representation at all stages of the investigation and assessment process. Refusal by the employee to cooperate in the investigation and assessment process shall constitute grounds for discipline up to and including discharge. Failure by an Employer to afford the employee the right to Union representation, upon request, shall preclude discipline or other adverse action against the employee.

7. Possession or sale of illegal drugs or illegal substances at the worksite shall constitute independent grounds for discharge without regard to "probable cause" of unfitness for work or adverse effect upon work performance.

8. Any finding of unfitness for duty and discipline imposed under this Article shall be subject to the grievance/arbitration procedure found in Article 15 of this Agreement. The employee may be assigned to nonsafety sensitive positions pending resolution of the grievance.

9. All records pertaining to investigation and assessment of an employee shall be maintained as strictly confidential and shall not be released other than to the employee or to the Union. Under no circumstances shall said records be disclosed or otherwise utilized for law enforcement purposes, unless formally subpoenaed by law enforcement agency(s).

10. The only permissible testing shall be that set forth in Paragraph 2. There shall be no random testing, use of electronic detection devices, use of search dogs, searches of persons or vehicles or other practices not specifically mentioned in this Article, except when required by the General Contractor or Owner, with notice to the Union.

11. This Article shall not bar any subsequent modifications of the standards and tests promulgated by the Joint Apprenticeship Training Committee nor testing of applicants for the Joint Apprenticeship Program pursuant to procedures adopted by the Joint Apprenticeship Training Committee.

ARTICLE 30 – HIRING AND HIRING PROCEDURE

When the employer needs men he shall in all cases call the Local Union.

All selection, hiring and employment practices by both the Union and the Employer shall be on a non-discriminatory basis with regard to race, color, creed or sex.

Employers, party to this Agreement, shall secure all journeymen employees required in the performance of the work covered by Article 16 (Jurisdiction of Work) of this Agreement through the hiring procedure as set forth herein.

Employers, party to this Agreement, shall secure all apprentices required in the performance of the work covered by Article 16 (Jurisdiction of Work) of this Agreement through the Joint Apprentice Committee in accordance with Article 15 of this Agreement (Apprenticeship).

The Union shall maintain at the Union office the following lists for registration of Journeymen employees and applicants for employment.

Employment shall be first from List A, List B, List C and finally from List D.

List A.

To register for List A, an employee or applicant shall have five (5) or more years experience in the Sprinkler Fitter Trade, reside within the normal construction labor market, have passed the Journeyman's exam of Local 483 or a UA equivalent exam, or have been certified as a Journeymen Sprinkler Fitter by UA Sprinkler Fitters Local 483 Joint Apprenticeship Committee and have been employed for 500 hours per year for the last four (4) years as an employee working under a Local 483 Collective Bargaining Agreement. The normal construction labor market is defined to mean the following geographical area, , ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, INYO, KINGS, LAKE, LASSEN, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MODOC, MONO, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SONOMA, SOLANO, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA.

Any Local 483 member working in a UA Local, which participates in or has a Reciprocal Agreement with the NASI Trust Funds, shall have those hours worked credited towards "A" List Status.

List B.

To register for List B, an employee or applicant shall have five (5) or more years in the Sprinkler Fitters Trade and have passed the Journeyman's exam of a U.A. Sprinkler Fitters Local Union or

equivalent, or have been certified as Journeyman Sprinkler Fitter by any U.A. Sprinkler Fitters Joint Apprenticeship Committee.

List C.

To register for List C, an employee or applicant shall have five (5) or more years experience in the Piping Industry, reside within the normal construction labor market and have passed the Journeyman's exam of a U.A. Pipefitting Local or equivalent.

List D.

List D shall be all other employees or applicants.

Employment shall be first from List A until this list is exhausted, then from List B, then List C, and finally from List D. When the employer finds it necessary to increase his workforce, he may select fifty percent (50%) of his work force by name from the List A. The other fifty percent (50%) shall be be taken in order from the List A. Hiring on the List A shall alternate continuously between the "byname" and the "taken in order from the List A" options over the life of the Agreement. Hiring on all other lists shall be one hundred percent (100%) call by name. An employer may call back any previously employed journeyman from List A within 60 days of disharge or layoff, providing such employee has not already been dispatched to another employer. The employer shall have the right to refuse any employee on any list for cause who has been terminated for just cause by the Employer within the past twelve months.

Should any list then be exhausted due to the Employer's refusal to hire for cause, then the Employer may hire from the next applicable list.

The Union shall make available by telephone the names of the unemployed employees as they appear on the applicable lists.

A copy of these lists shall be forwarded to the NFSA and the Chairman of the JAC Labor Committee on a monthly basis.

Journeymen shall have the right to solicit their own jobs subject to these hiring procedures.

When the Employer finds it necessary to lay off employees on a job, he shall lay off first employees who qualify for the "D" list, then the "C" list and then from the "B" list before any "A" list members are layed off, except the job Foreman shall not be subject to this lay off procedure, until Project is completed. Any Foreman from other than List "A" shall not be reassigned to another project without prior approval by Local 483.

ARTICLE 31 – GENERAL SAVINGS CLAUSE

It is not the intent of either party hereto to violate any laws, rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter or of this Agreement,

and the parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations; nevertheless, the remainder of this Agreement shall remain in full force and effect.

The parties agree that, if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

ARTICLE 32 – PROVISIONS FOR RENEWAL OF AGREEMENT

It shall be provided that not less than Sixty (60) days prior to the termination date of this Agreement written notice may be given by either Party requesting a conference to prepare for such alterations or amendments to this Agreement as may be necessary. Failure to give such written notice, this Agreement shall remain in force from year to year until written notice of three (3) months prior to July 31st is served.

Written notice shall be sent by registered mail to the National Fire Sprinkler Association, Inc. P. O. Box 1000, Patterson, New York 12563, and to the Secretary of the Local Union at the address of the Local Union.

Dated this day of , 2005

For the Party of the First Part:
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.

For the Party of the Second Part:
SPRINKLER FITTERS AND APPRENTICES LOCAL UNION NO. 483, SAN FRANCISCO, CALIFORNIA

ADDENDUM
to the
AGREEMENT BETWEEN NATIONAL FIRE SPRINKLER ASSOCIATION, INC.
and
SPRINKLER FITTERS LOCAL UNION 483

The following is the jurisdiction of work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada:

All piping for plumbing, water, waste, floor drains, drain grates, supply, leader soil pipe, grease traps, sewage and vent lines.

All piping for water filters, water softeners, water meters and the setting of same.

All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.

All water services from mains to buildings, including water meters and water meter foundations.

All water mains from whatever source including branches and fire hydrants, etc.

All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.

All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.

All bathroom, toilet room and shower room accessories, i.e., as towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.

All lawn sprinkler work including piping, fittings, and lawn sprinkler heads.

All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.

All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.

All block tin coils, carbonic gas piping, for soda fountains and bars, etc.

All piping for railing work, and racks of every description, whether screwed or welded.

All piping for pneumatic vacuum cleaning systems of every description.

All piping for hydraulic, vacuum, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars and railway express locomotives.

All marine piping, and all piping used in connection with ship building and ship yards.

All power plant piping of every description.

The handling, assembling, and erecting of all economizers, super-heaters, regardless of the mode or method of making joints, hangers, and erection of same.

All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs, and water grates, boiler compound equipment, etc.

All soot blowers and soot collecting piping systems.

The setting, erecting, and piping, for all smoke consuming and smoke washing and regulating devices.

The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power heating, refrigerating, air conditioning, manufacturing, mining and industrial work.

The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same in power houses distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air conditioning systems.

All piping for artificial gases, natural gases, and holders of equipment for same, chemicals, minerals and by-products for refining of same, for any and all purposes.

The setting and erecting of all underfeed stokers, fuel burners and piping including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.

All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.

The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.

The setting, erecting and piping of all cooling units, pumps, reclaiming systems, and appurtenances in connection with transformers, and piping to switches of every description.

All fire extinguishing systems, and piping, whether by water, steam, gas or chemical, fire alarm piping and control tubing, etc.

All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description and laundries of all purposes.

All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.

All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.

All piping, setting and hanging of all units and fixtures for air-conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method and the charging and testing, servicing of all work after completion.

All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.

All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils, etc. of every description.

All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, aeration basins.

All process piping for refining, manufacturing, industrial, and shipping purposes, of every character and description.

All air piping of every description.

All temporary piping of every description in connection with building and construction work, excavating and underground construction.

The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, support, sleeves, thimbles, hangers, conduit and boxes used in connection with pipe fitting industry.

The handling and setting of boilers, setting of fronts, setting of soot blowers and attaching of all boiler trimmings.

All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines and booster stations of every description.

All acetylene and arc welding, brazing, lead burning, soldering and wiped joints, caulked joints, rolled joints, or any other mode or method of making joints in connection with the pipe fitting industry.

Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.

All methods of stress relieving of all pipe joints made by every mode or method.

The assembling and erecting of tanks, used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed, or welded joints.

The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry.

The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members of the United Association.

All piping for cataracts, cascades (i.e., artificial water falls), make-up water fountain, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or for any other purposes.

Piping herein specified means pipe from metals, tile, glass, rubber, plastics, wood, or any other kind of material or product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shapes.

Dated this 20th day of July, 2005

For the Party of the First Part:

NATIONAL FIRE SPRINKLER ASSOCIATION, INC.

Cornelius J. Cahill

For the Party of the Second Part:

SPRINKLER FITTERS & APPRENTICES LOCAL UNION 483 SAN FRANCISCO, CALIFORNIA

Stanley M. Smith
Richard Mangan
John Crowley
Phillip Alves
Tony Santana
Jose Rodriguez
Tyrone Guillory

Date _____

FOR THE EMPLOYER

_____

NAME OF FIRM

By _____

Title _____

Address _____

City, State, Zip _____

Phone _____ *Fax* _____

State License Number _____

FOR THE UNION

_____

Business Manager

SPRINKLER FITTERS & APPRENTICES, UA LOCAL 483
2525 Barrington Court
Hayward, California 94545
510.785.8483
510.785.8508 Fax

NOTES