STATE OF CALIFORNIA GRAY DAVIS, *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

HOLIDAY PROVISION

FOR

PLUMBER: FIRE SAFETY TECHNICIAN

IN

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

204-X-18

3-5-4
+
204-X-18 # 4618

1

#110-22500
D.B.
ER

SEPTEMBER 2000 -JUNE 30, 2003

AGREEMENT

For the Fire Safety and Miscellaneous Sealing

of Pipe Sleeves and Penetrations for Southern California,

between Asbestos Workers Local 5, U.A. District Council #16,

and Industry Contractors.

RECEIVED
Department of Industrial Relations

OCT 19 2000

Div. of Labor Statistics & Research
Chief's Office

SECTION VIII PAYDAYS - CHECKS WITHHOLDING

Payday shall be determined by the Employer but once fixed may not be changed except with the consent of the Union. Fire Safety Workers shall be paid once weekly with no more than five (5) days withheld.

Paychecks shall have attached stub setting forth gross wages, deductions and contributions and amount of paycheck, hours worked, name of contractor and name of recipient. Any Employer issuing paychecks against non-sufficient funds shall thereafter be required to issue only certified paychecks guaranteed by the bank.

SECTION IX SPECIAL CONDITIONS - TRUST PAYMENTS, ect.

Parties to this Agreement clearly understand that this Agreement is an addendum to the basic Agreements of the two Union - Employer bargaining units, specifically the Asbestos Workers Local #5 Agreement and the Master Labor Agreement for the Plumbing, Heating and Piping Industry of Southern California.

Parties to this Agreement shall become signatory to the current Local No. 5 Basic Agreement and the current U.A. So.CA District Council #16 Master Labor Agreement; and abide by the above referenced Agreements, specifically but not limited to:
Arbitration, dues check-off, trust fund payments, delinquencies and qualification.

Favored Nations Clause: Local #5 and District Council #16 agrees that if during the life of this Addendum, either Union grants to any other Contractor, performing work as defined in this Agreement, more favorable terms, more competitive conditions and/or wages, the Unions shall offer to the undersigned Contractor these same conditions and/or terms, provided, however that the Contractor must accept all of the terms and conditions negotiated with the other Contractor.

SECTION X TERMINATION AND RENEWAL

This Agreement shall commence when endorsed by all parties and shall continue until midnight on the 30th day of June, 2003, unless an extension of time is mutually agreed upon by the parties hereto.

204-X-6

1998-2003

Master Agreement

for the

PLUMBING AND PIPING INDUSTRY OF SOUTHERN CALIFORNIA

between

CALIFORNIA PLUMBING AND
MECHANICAL CONTRACTORS ASSOCIATION

and

SOUTHERN CALIFORNIA PIPE TRADES
DISTRICT COUNCIL NO. 16
OF THE UNITED ASSOCIATION

Effective July 1, 1998

CPMCA

RECEIVED
Department of Industrial Relations
JUL 22 1999
Div. of Labor Statistics & Research
Calif's Office

163

tractor excluding the final termination of the shift, and all three (3) shifts have worked the same number of hours that week, and then the shifts are reestablished and the same individuals go back on the same shift (providing they are available), then there will be no penalty or no overtime payable. If one (1) or two(2) shifts are temporarily shut down or interrupted for a period of one (1) work week, and all three shifts have not worked the same number of hours that week, then those who are not permitted to work must be paid four (4) hours' straight time pay but it shall not be necessary to go through another five (5)-day shift establishment period.

16.8 On temporary heat on new construction projects, employees covered under the terms of this Agreement shall operate all steam boilers and all steam systems operating at or under fifteen (15) pounds pressure, all hot water heating boilers and hot water heating systems, all gas or oil-fired unit heaters and all refrigeration and air conditioning equipment when the aforementioned units and systems are operated prior to the acceptance of the units or systems by the owner or his agent. Such work shall be performed at the regular hourly wage on all shifts with time and one-half the regular hourly wage rate being paid for all work performed in excess of regular work week.

16.9 **Emergency-Lunch Period.** Men who are required in an emergency to work through their lunch period, or from 12:00 noon to 1:00 P.M., shall take their period at 11:30 A.M. or 1:00 P.M., and such emergency work shall be done at the straight time rate.

16.10 **Overtime.** There shall be no alteration, remodeling or new work performed on overtime, without the Contractor or Journeyman in charge first obtaining permission from the Local Union Business Manager or his designee having jurisdiction over said job. This does not apply to service or repair work. Overtime work shall be rotated equally among all employees covered by this Agreement on any given job or in any shop. The Contractor shall have the right to appeal such decision to the Joint Arbitration Board, whose decision shall be final and binding.

16.11 **Holidays.** The following days are recognized as holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day excluding work performed under Section 24 and Christmas Day, and if Christmas and/or New Years' falls on Saturday, Friday shall also be considered a legal holiday. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. No work shall be required on Labor Day except in cases of extreme emergency when life or property is in imminent danger.

16.12 **Supervision Clause.** Supervision shall be selected solely by the Employers and they shall act as agents of the Employers and shall not apply or attempt to apply Union regulations, rules, By-laws or provisions of the Union constitution. They shall comply with all provisions of the Labor Agreement. The Unions will not take any disciplinary action against any Foreman, General Foreman, for any action they may take in the proper performance of their duties for the Contractors.

16.13 **Foremen.** When three (3) or more Journeymen are fabricating or installing work, there shall be a Foreman selected by the Contractor who shall be a member in good standing of a Local Union affiliated with District Council No. 16, who shall receive not less than fifteen percent (15%) per hour above the Journeyman wage rates, and shall handle only one (1) project.

16.14 A Foreman or a General Foreman may supervise different crews including crews performing any of the work covered by this Agreement.

16.15 **General Foremen.** When two (2) or more Foremen are employed on a job, one shall be designated General Foreman. Any person who supervises two (2) or more projects at separate geographical locations shall be designated a General Foreman. A General Foreman shall receive not less than twenty-five percent (25%) per hour above the Journeyman rate. Foremen and/or General Foremen may work with the tools.

16.16 **Show-up Time.** Any Workman, after being hired and reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the prevailing rate of wages, unless he has been notified by the Contractor before leaving his home not to report; and any workman who reports to work, and for whom work is provided, shall receive not less than four (4) hours' pay, and if more than four (4) hours are worked in any one (1) day, shall receive not less than a full day's pay. However, the exception shall be when strike or weather conditions make it impossible to put such an employee to work, where stoppage of work is occasioned thereby, or when a workman leaves his work of his own accord. An employee reporting to work at the regular starting time at a shop or job, and for whom no work is available, due to weather conditions, will receive no pay for reporting time unless requested by the Employer to report.

16.17 **Pay Provisions.** Pay day shall be the last regular scheduled work day of the week, with not more than three (3) days being withheld. However, if the Contractor does a computerized payroll and issues checks by certified deposit, the time may be extended to five (5) days upon approval of the Unions involved. If the Contractor uses a computerized payroll, he must program the computer to meet the requirements for payroll checks in Paragraph 16.18. The Contractor must also include all data required on Trust Fund reports as determined by the Joint Board of Trustees, including pay rate, straight time hours and overtime hours, among other requirements. Workmen are to be paid at least one (1) hour before the end of the regular shift whether working in a shop, Contractors' yard, or in the field. When men are laid off or discharged, they must be paid wages due them immediately at the time of layoff or discharge, and shall remain on the payroll until paid in full. If a regular pay day falls on a holiday, the day before the holiday shall be designated as pay day.

16.18 **Payroll Checks.** Payroll checks must bear the authorized signature of, and be drawn from the account of, the Contractor to whom men are dispatched. The employee shall receive a check stub from each check showing the Contractor's name and address, Trust Fund code number, pay period covered, regular and overtime hours worked, vacation and holiday contributions, and all other deductions required by law. If a Contractor issues a check with insufficient funds in the bank for payment, he shall be required to issue only certified checks for the duration of the job or for ninety (90) days, whichever is longer, and shall reimburse the employee immediately by certified check for the NSF check issued and for bank charges assessed for each check, subject to Subcommittee decision as provided in Paragraph 22.9. The Subcommittee shall have authority to assess one (1) day's wages where there is no satisfactory excuse.

16.19 **Safety Protection and Compensation.** Employees required to work in an area where they are exposed to acids and caustics, or other hazardous conditions, shall be provided adequate protection by the Contractor, acceptable to the California State Accident Commission, and the provisions of Cal-OSHA.

16.20 **Job Injuries.** Any employee injured on the job or shop to the extent of requiring a doctor's care and which injury prevents him from working, shall be paid a full day's wages and subsistence if applicable for the date of injury.

16.21 **Tools.** The employee shall pro-