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:
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TRAVEL & SUBSISTENCE PROVISION

FOR

PLUMBER, FIRE SAFETY TECHNICIAN

IN

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

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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.

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Layoffs or discharge shall be at the discretion of the Employer provided the Union balance is maintained as in the foregoing paragraphs except that where one or more Fire Safety Workers are employed at least one shall be a Journeyman Fire Safety Worker.

Fire Safety Workers when hired, shall be issued a work order by the Business Manager of the Union, setting forth starting day, date, time and class. Any Fire Safety Worker hired shall receive at least four- (4) hours wage.

SECTION VI WORK RULES - OVERTIME - HOLIDAYS

Regular work hours shall be eight (8) consecutive hours, between 6a.m. and 5 p.m. exclusive of thirty minutes lunchtime, after four-(4) hours work. The Contractor has the option to use the four-(4) ten-hour day schedule. When so elected by the Employer, shift work may be worked on a basis of five-(5) consecutive days duration. The Employer shall pay Fire Safety Technicians an additional 5% shift differential for all shift work.

Regular workdays shall be Monday through Friday exclusive of holidays. A regular workweek shall be forty (40) hours worked on five (5) regular workdays.

All work performed at time other than regular hours and days shall be reimbursed at one and one half time the regular wage rate; all time worked after twelve hours of work, all time worked on Sundays and Holidays shall be reimbursed at two times the regular wage rate.

All Fire Safety Workers shall be paid "Travel Pay and Subsistence" as per Article IX of the Local No. 5 International Association of Heat and Frost Insulators and Asbestos Workers "BASIC AGREEMENT."

A Fire Safety Worker that has under his/her supervision, five or more Employees, shall be designated a Fire Safety Foreman and shall be compensated as such.
A Fire Safety Worker Foreman shall be compensated at a minimum of Journeyman taxable wages plus 15%. ("Taxable Wages" shall be base wage plus Vacation & Holiday pay.)

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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 October 19, 1998
to September 23, 2001

hereby accept the Mortuary Fund Agreement attached hereto as Appendix B and agree to be bound by all its terms as a continuing part of this Basic Agreement.

ARTICLE IX
Travel Pay and Subsistence

Section 1 (Los Angeles):

1. There shall be two (2) recognized zones with the Los Angeles City Hall as the central point. All zones are depicted on a map mutually agreed upon between the Employer and the Union. Such map is designated as "Exhibit A" and made a part of this Agreement.

Zone 1: 0 to 75 miles - No allowance
Zone 2: Over 75 miles - $50.00 per day worked, plus 32 cents per mile as travel allowance at the start and finish of the Job.

2. The travel pay and subsistence payable to an employee for any day during which the employee for any reason voluntarily leaves his Job prior to completion of the employee's regularly scheduled workday shall be reduced in proportion to the balance of the employee's workday remaining at the time the employee leaves his Job.

Section 2 (San Diego):

1. There will be two (2) recognized zones radiating from the intersection of Broadway Street and U.S. Highway #15 in the city of San Diego. All zones are depicted on a map mutually agreed

upon between the Employer and the Union. Such map is designated as Exhibit "B" and made a part of this Agreement.
0 to 30 miles - no allowance
Over 30 miles - $50.00 per day worked, plus 32 cents per travel allowance at the start and finish of the Job.

The travel pay and subsistence payable to an employee for any day during which the employee for any reason voluntarily leaves prior to completion of the employee's regularly scheduled workday shall be reduced in proportion to the balance of the employee's workday remaining at the time the employee leaves his Job.

3. Zone 1 (the free zone) is expanded to include the area bounded by a 22 mile arc drawn from Oceanside Boulevard and the "5" Freeway and intersecting the current San Diego free zone and the Los Angeles free zone as depicted on the map mutually agreed upon between the Employer and the Union. This map shall be a part of "Exhibit B" as referenced in this Article IX, Section 2, subsection 1 above.

Section 3 (Bakersfield):

1. There shall be two (2) recognized zones with the Bakersfield City Hall as the central point. All zones are depicted on a map mutually agreed upon between the Employer and the Union. Such map is designated as "Exhibit C" and made a part of this Agreement.
Zone 1: 0 to 75 miles - no allowance
Zone 2: Over 75 miles - $50.00 per day worked, plus 32 cents per mile as travel allowance at the start and finish of the Job.

2. Bakersfield is considered a resident area for employees who reside, for a minimum period of ninety (90) days within the city limits of Bakersfield, or within an area bounded by a radius of twenty (20) miles beyond such city limits. Such resident employees shall be paid the travel pay and subsistence provided in this Section 3. All other employees assigned to work within the Bakersfield zone area designated in Exhibit C shall be paid the same travel pay and subsistence allowance as provided in Section 1 above for work in Zone 2 outside Los Angeles.

3. The travel pay and subsistence payable to an employee for any day during which the employee for any reason voluntarily leaves his job prior to completion of the employee's regularly scheduled workday shall be reduced in proportion to the balance of the employee's workday remaining at the time the employee leaves his Job.

Section 4 (Boundaries):

Jobs falling on the radius line of any zone shall be considered as in the next higher zone.

Section 5 (Days Not Worked):

An employee working in Zone 2 (Los Angeles), as defined in Section 1 above, or in Zone 2 (San Diego), as defined in Section 2 above. or in a Bakersfield zone area where the Los Angeles Zone 2 travel pay and subsistence allowance is applicable, shall be paid subsistence pay for (1) a holiday not worked in the zone if such holiday occurs on Tuesday, Wednesday or Thursday of

the workweek and if the employee works both the days immedi ately preceding and following the holiday, and (2) for any day when such worker is required by the Employer to remain out o town, but not working, due to reasons beyond his control such as inclement weather.

Section 6 (Transportation Facilities):

Employees covered by this Agreement shall not be permitted to furnish, lease or rent the use of an automobile or other conveyance to transport men, tools, equipment or materials from shop to Job, from job to job, or from job to shop. Facilities for such transportation will be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport the owner and personal tools from home to shop or job at starting time, from job to job, or from job to home at quitting time.

Section 7 (Subsistence Jobs):

The Employer may schedule its employees four (4) days a week, ten (10) hours a day on full board and subsistence Jobs.

ARTICLE X
Reporting Time

Any worker dispatched or directed to report and reporting for work at the regular starting time ready for work and for whom no work is provided, shall receive pay for two (2) hours at the regular rate unless they have been notified before the end of the last preceding shift not to report and any worker who reports for work, ready for work, and for whom work is provided, shall receive