STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

Asbestos Worker, Heat & Frost Insulator:
Hazardous Material Handler Mechanic

IN

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

3-5-3

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* *
* MAINTENANCE AGREEMENT *
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Southern California Chapter
Western Insulation
Contractors Association
and
Local No.5
International Association of
Heat and Frost Insulators
and Asbestos Workers

December 17, 2001
to
December 16, 2003

RECEIVED
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dollars ($16.00) per hour. The Craftsman Leadman shall receive an hourly pay rate of eighteen dollars ($18.00) per hour.
The Hazardous Material Handler (HMH) Mechanic shall receive an hourly pay rate of nineteen dollars and seventy cents ($19.30) per hour.

SECTION VI
HEALTH & WELFARE PLAN

1. For hours worked by employees covered by this Agreement the Employer will make contributions to the established Health Insurance Plan. For hours worked by Maintenance workers from the initial entry through the three thousandth (3,000) hour worked, the Employer shall make a minimum contribution to such Plan of ninety cents ($0.90) per hour for each hour worked. For all hours worked in excess of three thousand (3,000) hours the Employer shall make a minimum contribution to such Plan of one dollar and eighty five cents ($1.85) per hour for each hour worked. Provisions of this Section shall not apply to employees covered under the Basic Agreement. Such payments are to be used exclusively for the purposes of the Health and Welfare Fund as provided in the Agreement and Declaration of Trust for such fund first executed August 1, 1951, subsequently reprinted and revised August 1, 1961, as such Agreement and Declaration of Trust may be amended, supplemented and revised from time to time. The Employer accepts and agrees to be bound by the terms and provisions of such Agreement and Declaration of Trust.

2. The Plan Administrator shall establish and maintain separate accounting, beginning January 1, 1991, of all income and expenditures related to Plan Participants working under the Maintenance Agreement.

3. The Association and the Union agree to reopen the Agreement for the negotiation of Health & Welfare contribution rates within sixty (60) days after a written request duly adopted by the Plan Trustees.

SECTION VII
SUBSISTENCE

Section 1 (Los Angeles):

1. There shall be (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 - $35.00 per day worked.

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.

Zone 1: 0 to 30 miles - no allowance
Zone 2: Over 30 miles - $35.00 per day worked.

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.

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 the 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 - $35.00 per day worked.

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 VIII
PENSION PROGRAM

1. For each hour worked by employees in the classification of hazardous material handler (HMH) Mechanic, the Employer shall pay the Western States Asbestos Pension Fund a total contribution of $2.93 per hour to be allocated as follows:

(a) $1.86 to the Western States Asbestos Pension Plan
(b) $1.00 to the Western States Asbestos Individual Account Plan.
(C) $ .07 to the Western States Asbestos Health Plan.

2. The Employer accepts and agrees to be bound by the terms and provisions of the Western States Conference of Asbestos Workers and Associated Insulation Contractors Pension Fund Agreement and Declaration of Trust dated November 20, 1959, and any amendments thereto, and supplementary agreements between the Western States Conference and Western Insulation Contractors Association Central Labor Committee, the Western States Asbestos Pension Plan, the Western States Individual Account Plan, and the Western States Asbestos Health Plan, and any amendments thereto.

SECTION IX
EMPLOYEE MEDICAL MONITORING

1. At all times during the term, or any extended term, of this Agreement, the Employer shall contribute to the Heat & Frost Insulators and Asbestos Workers Health & Welfare Fund, Pasadena, California $.23 per hour for each hour worked by Employees covered by this Agreement. This contribution shall be utilized by the Health & Welfare Fund to provide medical monitoring for employees represented under this agreement including but not limited to physical examinations, x-rays, physical opinions, record retention, and the supplying of documentation to the Employer, as required by current or future Federal and State of California Regulations.