STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *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 PROVISIONS

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.

3-16

MASTER AGREEMENT

between

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

and the

Northern California Chapter, Inc.
Western Insulation Contractors Association

RECEIVED
Department of Industrial Relations
MAY 18 2000
Div. of Labor Statistics & Research
Chief's Office

Effective August 1, 1999 to July 31, 2004

Zablocki Printing Co.

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 mechanic 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 II
Working Rules

3. Five (5) consecutive days of eight (8) hours, (exclusive of meal period) Monday through Friday inclusive, shall constitute a week's work.

4. The regular workday shall consist of eight (8) consecutive hours. exclusive of meal period. commencing at 8:00 a.m.; the starting time, however. may as particular job conditions permit or require, be changed to between 6 a.m. and 8 a.m. by agreement between the Individual Employer and the employees affected.

5. Triple (3) the regular straight time hourly rate shall be paid for all work ordered by the Employer and performed on Labor Day, provided, however that no work shall be ordered by the Employer and performed on Labor Day except in special cases of emergency.

6. Double the minimum hourly wage rate shall be paid for all work performed by order of the Individual Employer on Sundays and on any recognized holiday. If any such holiday falls on Saturday, the preceding Friday shall be considered the holiday or, if on a Sunday, the following Monday shall be considered the holiday. For the purposes of this paragraph, recognized holidays shall be:

- New Year's Day (January 1),
- President's Day (the third Monday of February),
- Good Friday (the Friday before Easter Sunday),
- Memorial Day (the last Monday in May),
- Independence Day (July 4),
- Labor Day (the first Monday of September) **(triple time),**
- Thanksgiving Day (the 4th Thursday in November)
- The day after Thanksgiving (Friday)
- Christmas Day (December 25)

7. Except as otherwise required by Sections 5 and 6, one and one half times the minimum hourly wage rate shall be paid for the first two (2) hours of overtime work, Monday through Friday, and for the first eight (8) hours worked on Saturdays. Double the minimum hourly wage rate shall be paid for all other overtime worked Monday through Friday and in excess of eight (8) hours on Saturdays. Overtime shall be paid at the minimum hourly wage rate, not an employee's individual account status, (Class III, IV, or V). For the purpose of this Section 7, overtime shall be defined as work performed by order of the Individual Employer either before the start of, or after the end of, the regular work day, Monday through Friday, as provided in Section 4, and all work performed on Saturdays, Sundays, and on any recognized holiday. When it is necessary to work overtime on a job, the employees working on that job have first priority. If the manpower needs cannot be met from the employees working on that job, the Employer may transfer individuals in its employ, from other jobs in the order of classification as determined in Article VII.

8. The hours of employment shall be reckoned and paid for by the day (eight hours) and the half-day (four hours), any fraction of a half-day to be paid as a half-day and any fraction of a day over half a day, as a full eight (8) hour day, excepting only, however, that work performed before the start or after the end of the regular work day, as defined in Section 9, shall be reckoned and paid for by the hour and half-hour, any fractions of a half-hour to be paid for as a half-hour or any fraction greater than a half-hour as a full hour.

9. Employees who have not been instructed not to return to work on the next working day, or who are late reporting for work on the next working day, shall be paid for only the actual time worked. Employees who leave work early for reasons of their own must notify the Employer or Employer's representative and shall be paid only for the actual time worked, except as provided in Section 5699 of the Elections Code.

10. Local 16 agrees that employees covered hereby are considered "at work" for a shop from the time they are accepted for employment by the Employer and that they shall proceed to and execute work in a faithful workmanlike manner and not quit same until the close of any work day. Upon quitting, an employee shall notify the Union