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, HAZARDOUS MATERIAL HANDLER MECHANIC

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.

ABATEMENT 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 and Individual Abatement Contractors

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

Effective May 1, 1999 through April 30, 2002

Agreement between the Heat and Frost Insulators and Asbestos Workers Local 16

and the

Northern California Chapter, Inc. Western Insulation Contractors Association

This Agreement, made and entered into this 1st day of May 1999, by and between the International Association of Heat and Frost Insulators and Asbestos Workers Local Union 16, hereinafter referred to as the Union, and the Western Insulation Contractors Association, Northern California Chapter, Inc., hereinafter referred to as the Association, for and on behalf of the Individual Abatement Contractors who are its members and have authorized it to represent them, and such other Individual Abatement Contractors as may become signatory to this Agreement or any counterpart thereof, which Individual Abatement Contractors are hereinafter referred to as Individual Employers.

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Chief's Office

26. The Local Union shall notify the Individual Employer of the appointment of each steward. The Employer shall be notified in writing of the appointment of each steward. The steward may be discharged for cause with notification to the Union hall.

27. All employees shall give the Employer a copy of their current medical and training certificates and a copy of the required I-9 identification to be eligible for employment.

28. For the purposes of this Agreement a worker is laid off or terminated when he or she is instructed not to return to work on the next working day and he may be recalled, if unemployed. The Employer shall notify the Union prior to the end of the business day of the employees' lay off or termination.

29. All proposals or contracts which were submitted and/or signed before the ratification of this Agreement shall remain in effect at the old rates and conditions until the job has been completed or the contract expires. Signatory Contractors shall submit a list of these proposals and contracts to the Executive Secretary of WICA and Local 16 via fax and certified mail within ten (10) days of ratification of this Agreement. Extensions of these previous contracts must be approved by the Union.

ARTICLE V
General Work Rules

30. **Hours and Days of Employment:** The Employer shall establish the hours of work per day either five (5) eight hour days or four (4) ten (10) hour days in any one (1) week, for which the employee shall receive straight-time wages until the employee works in excess of forty (40) hours in one (1) week. Once established, the type of work week shall not be changed until the Employer has notified the Union in writing. This does not apply to refineries, and similar facilities, which operate 24 hours per day, 7 days per week. The Employer shall pay the employee per bid documents the applicable overtime rate in regards to the established work week. When the Employer bills a customer overtime rates the Employer shall pay the applicable overtime rate to the employee. This Agreement does not guarantee any specific number of hours per day or week.

30.1 Overtime at the rate of one and one-half times the straight time rate shall be paid for all time worked in one (1) day over the established work day and for all days worked in one (1) week over the established work week.

On any recognized Holiday, the rate of pay will be double the straight time rate.

For purposes of this Agreement, the recognized non-paid holidays will be:

- New Year's Day (January 1)
- President's Day (3rd Monday of February)
- Memorial Day (last Monday in May)
- Fourth of July
- Labor Day
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25)

30.2 If an employee chooses to not work on either Good Friday or the Friday after Thanksgiving, they may do so without penalty if reasonable advance notice is given the Employer.

31. **Meal Period:** Employees shall not work more than five (5) consecutive hours without a one-half (1/2) hour meal period. When employees work over five (5) hours without being provided with a one-half hour meal period, they shall receive one-half (1/2) hour pay at double time rate. When an employee is required to work more than three (3) hours after the employee's regular shift, the employee will be entitled to a one-half (1/2) hour meal period at the end of the three (3) hours without loss of pay and an additional one-half (1/2) hour each five (5) hours thereafter, without loss of pay. If an employee is required to work through an overtime meal period, the employee shall receive pay for an additional one-half (1/2) hour at the double-time rate. Meal periods may be staggered to meet job requirements. The meal period shall begin in the clean area after the employee is allowed sufficient time to clean up and don street clothes. The donning of safety equipment and clothing shall not commence until after the scheduled meal period.

31.1 The Employer shall furnish cool and potable drinking water and sanitary drinking cups for employees.

31.2 The Employer shall furnish suitable sanitary toilet facilities for the employees.

31.3 The Employer shall make a reasonable effort to provide free parking for employees.

31.4 Quitting Time Clean-Up. Employer will allow sufficient time for employees to clean-up and don street clothes by end of shift.

32. Show Up Time: Workers ordered to report for work at a specific job site for whom no employment is provided, shall receive two (2) hours pay at the applicable rate, except when due notification has been given the employees.

33. The employees covered hereby are considered "at work" for a shop from the time they are accepted for employment by the Individual Employer and that they shall proceed to and execute said 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 Employment office not later than 8:00 a.m. the following day, and the Local Union shall notify the Individual Employer not later than 9:00 a.m. the same day.

34. Local 16 shall have a permanent office address with telephone service where their Business Agent or authorized officer can be communicated with between 7:30 a.m. to 3:00 p.m. each working day for the purpose of answering inquires and providing the necessary service to the trade.

35. Strike or Lockout: During the term of this Agreement, except as provided in Article XVII, Section 82, Trust Funds, the Union shall not strike the Employer or engage in any sympathy strike, slowdown, or work stoppage, by reason of any dispute, including jurisdictional dispute, and the Employer shall not lock out the employees.

36. Recognition of Picket Line: No employee covered hereby may be discharged or otherwise disciplined by any Individual Employer for refusal to cross a primary picket line established