STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

SHIFT PROVISION

FOR

PLUMBER: FIRE SAFETY TECHNICIAN

IN

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

Note: The shift provisions provided in the following pages provide guidance on the work hours that are applicable to each shift. Shift differential pay is required and will be enforced during each applicable shift where shift differential pay is in the determinations. Any shift provision restricting the work hours for a particular shift for a type of work will not be enforced on public works. However, if work is performed during hours typically associated with a 2nd or 3rd shift the appropriate shift rate of pay is required. Shift differential pay shall not apply to work during traditional shift hour (swing or grave) if the determination includes a footnote that indicates that the non-shift rate may be paid for a special single shift. Please note the exemptions in California Code of Regulations Section 16200 (a)(3)(F) do not waive the shift differential pay. These regulatory exemptions only apply to overtime pay. Overtime shall be required in accordance with the determination and Labor Code Section 1810 through 1815.

3-5-4
and
204-X-18

#96181
S0019
D.B.V
DR

May 2004 -JUNE 30, 2007

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.

PREAMBLE

The purpose of this Agreement is to provide capable and timely service to the appropriate contractors engaged in the construction, repair, rehabilitation and remodeling of all types of structures and to diminish conflicts and strife within the construction industry.

SECTION I
Parties-Area of Agreement

The parties to this agreement shall be the International Brotherhood of Asbestos Workers Local 5 and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting industry, District Council No. 16 (U.A.), collectively referred to herein as "the Unions" and the Contractors doing the work covered under this agreement shall be collectively referred to herein as "the Employer."

The area of District Council No. 16 (U.A.) of this Agreement shall be the Counties of Los Angeles, Orange, Riverside, San Bernardino, Imperial, San Diego, Ventura, Santa Barbara, San Luis Obispo, Inyo, Kern, and Mono.

The area of Asbestos Workers Local 5 shall be the same as above.

Fire Safety Workers shall have the ability to travel throughout District Council #16 and Local #5 without restrictions.

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.)