STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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San Francisco, CA 94102

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ADDRESS REPLY TO:
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HOLIDAY 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

3-5-4
and
204-X-18

#96181
S0019
D.B.V
DC

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.

1998-2008

Master Agreement

FOR THE

PLUMBING AND PIPING INDUSTRY OF SOUTHERN CALIFORNIA

BETWEEN

CALIFORNIA PLUMBING AND

MECHANICAL CONTRACTORS ASSOCIATION

AND

SOUTHERN CALIFORNIA PIPE TRADES

DISTRICT COUNCIL NO. 16

OF THE UNITED ASSOCIATION

RECEIVED
Department of Industrial Relations

JUN 24 2003

Div. of Labor Statistics & Research
Chief's Office

EFFECTIVE JULY 1, 1998

MODIFIED 12-01-01

CPMCA

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.)

period which begins with the regular starting time of the employee's shift and ends with the regular starting time of the employee's shift the following day. In this shift arrangement, the day shift shall be worked somewhere between the hours of 6:00 A.M. and 6:00 P.M.

4.5.1.6 Swing Shift (C or D Teams). For each shift, eight (8) hours shall be paid at the basic straight time hourly wage rate for the first through the fourth day of the scheduled work week for seven and one-half (7-1/2) hours of work. Eight (8) hours straight time pay shall be the basis for computing fringe benefits and overtime pay. Payment for all hours beyond seven and one-half (7-1/2) hours shall be at one and one-half (1-1/2) the basic straight time pay, with the exception that all hours beyond seven and one-half (7-1/2) on Sunday will be paid at two (2) times the basic straight time rate.

4.5.1.7 All work performed on Holidays shall be paid at two (2) times the basic straight time hourly wage rate.

4.5.1.8 Wages due for Employees working the rolling 4-10 schedule shall be paid the first day the Employee reports back to work on his next regularly scheduled work week.

4.5.1.9 Any violation of the above shall make all hours worked payable at twice the hourly wage rate unless prior approval has been given by the Business Manager.

4.5.2 When the Contractor determines that shift work is necessary, the employees who are assigned to the second or third shift on the first day, or on subsequent days, of the necessary five (5) day period, must be continued on such shift until after the five (5) day shift establishment period has been completed. Any such employee who is not continued on such shift for the five day shift establishment period shall be paid at double time for all work performed on said second and third shifts. This provision shall not apply to employees who are discharged for just cause during the shift establishing period.

4.5.3 Where shift work is temporarily interrupted for a period of one (1) work week for reasons beyond the control of the Contractor excluding the final termination of the shift, and all three (3) shifts have worked the same number of hours that week, and then the shifts are reestablished and the same individuals go back on the same shift (providing they are available), then there will be no penalty or no overtime payable. If one (1) or two (2) shifts are temporarily shut down or interrupted for a period of one (1) work week, and all three shifts have not worked the same number of hours that week, then those who are not permitted to work must be paid four (4) hours' straight time pay but it shall not be necessary to go through another five (5) day shift establishment period.

4.6 PAY ROLL

4.6.1 PAY PROVISIONS. Pay day shall be the last regular scheduled work day of the week, with not more than three (3) days being withheld. However, if the Contractor does a computerized payroll and issues checks by certified deposit, the time may be extended to five (5) days upon approval of the Unions involved. If the Contractor uses a computerized payroll, he must program the computer to meet the requirements for payroll checks in Paragraph 4.6.2. The Contractor must also include all data required on Trust Fund reports as determined by the Joint Board of Trustees, including pay rate, straight time hours and overtime hours, among other requirements. Workmen are to be paid at least one (1) hour before the end of the regular shift whether working in a shop, Contractors' yard, or in the field. When men are laid off or discharged, they must be paid wages due them immediately at the time of layoff or discharge, and shall remain on the payroll until paid in full. If a regular pay day falls on a holiday, the day before the holiday shall be designated as pay day.

4.6.2 PAYROLL CHECKS. Payroll checks must bear the authorized signature of, and be drawn from the account of, the Contractor to whom men are dispatched. The employee shall receive a check stub from each check showing the Contractor's name and address, Trust Fund code number, pay period covered, regular and overtime hours worked, vacation and holiday contributions, and all other deductions required by law. If a Contractor issues a check with insufficient funds in the bank for payment, he shall be required to issue only certified checks for the duration of the job or for ninety (90) days, whichever is longer, and shall reimburse the employee immediately by certified check for the NSF check issued and for bank charges assessed for each check, subject to Subcommittee decision as provided in Appendix C, Paragraph C.4.9. The Subcommittee shall have authority to assess one (1) day's wages where there is no satisfactory excuse.

4.6.3 Labor Release. No employee will be permitted to sign any labor release not approved by the Joint Arbitration Board.

4.7 OVERTIME –

4.7.1 Double time shall be paid for all hours worked over ten (10) hours, Monday through Saturday. Sundays and Holidays shall be double time. Time and one half shall be paid for all other overtime. When an employee is called back, he shall be paid double time and a minimum of two (2) hours' pay at double time.

4.7.2 There shall be no alteration, remodeling or new work performed on overtime, without the Contractor or Journeyman in charge first obtaining permission from the Local Union Business Manager or his designee having jurisdiction over said job. This does not apply to service or repair work. Overtime work shall be rotated equally among all employees covered by this Agreement on any given job or in any shop. The Contractor shall have the right to appeal such decision to the Joint Arbitration Board, whose decision shall be final and binding.

4.8 HOLIDAYS

4.8.1 The following days are recognized as holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day excluding work performed under Appendix D, Section D.2 and Christmas Day, and if Christmas and/or New Years' falls on Saturday, Friday shall also be considered a legal holiday. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. No work shall be required on Labor Day except in cases of extreme emergency when life or property is in imminent danger.

4.9 SUPERVISION

4.9.1 SUPERVISION. Supervision shall be selected solely by the Employers and they shall act as agents of the Employers and