STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
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TRAVEL AND SUBSISTENCE 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.

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

RECEIVED
Department of Industrial Relations
AUG 01 2006
Div. of Labor Statistics & Research
Chief's Office

Effective May 1, 2006 through April 30, 2010

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 2006, 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.

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)

30.1 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 **Rest period:** Due to the nature of the abatement industry and the difficulty and time required to put on and remove necessary protective gear, and in order to avoid disruption of the process of work, rather than taking a break during each 4 hour period Employees shall be entitled to a 15 minute break immediately prior to the meal period, to make up the break missed during the work period preceding the meal period, and shall be entitled to take a 15 minute break immediately subsequent to the meal period, to make up the break missed during the period following the meal period. Reasonable time will be allowed prior to and at the end of of the above mentioned 15 minute breaks to remove or don any required protective clothing and equipment. Any disputes relating to breaks shall be brought before the Administrative Committee under the Collective Bargaining Agreement for final and binding resolution.

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

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

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

31.5 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 84, 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 by an International Union affiliated with the Building and Construction Trades Department, AFL-CIO, or a local Union thereof, which picket line has been authorized, sanctioned or otherwise cleared by the local Building Trades Council having jurisdiction over the area in which the job is located.

Article VI
Payment of Wages

37. Each employee shall be paid wages in full each week before or at quitting time on the Individual Employer's regular payday unless specific arrangements to the contrary are made in writing between the Individual Employer and the Local Union. Employees who quit or are laid off or discharged shall be paid in accordance with the laws of the State of California.

38. Each employee shall be given a statement with the Individual Employer's name and address, itemizing the employee's gross amount earned, hours worked, Social Security tax, withholding tax, dues check-off and all other deductions.

39. Payment of all wages and allowances shall be made weekly on the day designated by the Individual Employer as payday. No more than three (3) days of pay from the end of the established work week may be held back by an Individual Employer at any time. In no event shall the Employer have less than two (2) business days in which to prepare the payroll checks.

40. Journeyman Mechanics and Apprentices of Local 16 International Heat and Frost Insulators referred by the Union shall receive the wages, fringes, holidays, travel, subsistence and hiring procedures established in the Agreement between Northern California Chapter