STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ARNOLD SCHWARZENEGGER, *GOVERNOR*

ADDRESS REPLY TO:
P.O. Box 420603
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TRAVEL AND SUBSISTENCE 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.

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.

job site shall be a Class IV Fire Safety Technician. In the event a Class IV is not available, the Union shall designate any other Fire Safety Technician classification as a temporary Class IV to be paid at Class IV rate, until such time that a Class IV becomes available.

A fire safety worker is an employee of the employer signed to this Agreement whose duties shall be the operation, maintenance, repair and care taking of the Employer's tools, equipment, machinery and materials, as directed by the Employer or his agent and any other duties the Employer may assign in connection with the work of this Agreement or not contrary to this Agreement. The training, certification, and instruction of Fire Safety Workers is the sole responsibility of the Contractor.

SECTION IV Sub-contracting-Union Security-Employer Prerogatives

The work of this Agreement shall not be sub-contracted or assigned in any manner to any contractor, firm, or person not signatory to this Agreement or to the standard Asbestos Workers or U.A. Agreement in the applicable area.

The parties agree that all Fire Safety Workers not members of the appropriate Union, when hired shall within seven days make application for membership in the appropriate Union. During this seven-day grace period for a worker to become a member, the Contractor shall pay the appropriate wages and fringes as per this Agreement. The Unions agree to admit such applicants to membership on terms not more burdensome than required of other applicants for Union membership.

The Employer shall have the exclusive right to hire, discharge, layoff, or assign Fire Safety Workers for any reason not contrary to this Agreement or to law.

SECTION V Hiring Provisions - Layoffs - Crew Maintenance

The Unions shall maintain lists of available Fire Safety Workers. Employers shall hire from this list either by calling for a particular individual Fire Safety Worker by name, or accepting the first Fire Safety Worker on the list.

The Employer agrees to maintain a 50%-50% ratio of Fire Safety Worker members between the Asbestos Workers Local 5 and the United Association of Plumbers and Pipefitters. The Employer shall within 30 days of signing this Agreement, move his Employees into the appropriate Union to maintain this ratio.

Exception to this rule may be made by mutual consent of the Business Managers of the Unions.

3-5-1

BASIC AGREEMENT

BETWEEN
SOUTHERN CALIFORNIA CHAPTER,
WESTERN INSULATION CONTRACTORS ASSOCIATION

AND

LOCAL NO. 5,
INTERNATIONAL ASSOCIATION OF
HEAT AND FROST INSULATORS
AND ASBESTOS WORKERS

EFFECTIVE SEPTEMBER 24, 2001
TO AUGUST 4, 2004

RECEIVED
Department of Industrial Relations

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Div. of Labor Statistics & Research
Chief's Office

and by the signatory Employers of the authorization cards, or copies thereof, provided for in Paragraph 1 above.

4. The Employer's obligation to make such deductions shall terminate in the event the employee shall for any reason cease to be an employee of the Employer, or upon receipt by the Employer of a written revocation by the employee of such authorization card.

5. Both the Union and the Employer shall have the responsibility to notify employees of the provisions of this section.

6. The Bank shall retain any such original authorization cards on file until revocation of the cards, and for a period of at least two (2) years thereafter.

7. The Union indemnifies the Employer from any employee claim based upon misapplication by the Union of vacation savings plan allowances, Union membership dues or equivalent service charges, and Union initiation fees and membership reinstatement fees received by the Union from the Employer.

Section 12: Mortuary Fund Agreement

Effective January 1, 1993 the Association and the Union entered into a Mortuary Fund Agreement entitled Amendment No. 2 to Basic Agreement. A copy of that agreement is attached to this Basic Agreement as Appendix B and made a part of this Basic Agreement. The undersigned Employer and the Union hereby accept the Mortuary Fund Agreement attached hereto as Appendix B and agree to be bound by all its terms as a continuing part of this Basic Agreement.

ARTICLE IX
Travel Pay and Subsistence

Section 1 (Los Angeles):

1. There shall be (2) recognized zones with the Los Angeles City Hall as the central point. All zones are depicted on a map mutually agreed upon between the Employer and the Union. Such map is designated as "Exhibit A" and made a part of this Agreement.

Zone 1: 0 to 75 miles - No allowance
Zone 2: Over 75 miles - $50.00 per day worked, plus 32 cents per mile as travel allowance at the start and finish of the job.

2. The travel pay and subsistence payable to an employee for any day during which the employee for any reason voluntarily leaves his job prior to completion of the employee's regularly scheduled workday shall be reduced in proportion to the balance of the employee's workday remaining at the time the employee leaves his Job.

Section 2 (San Diego):

1. There will be two (2) recognized zones radiating from the intersection of Broadway Street and U.S. Highway #15 in the city of San Diego. All zones are depicted on a map mutually agreed upon between the Employer and the Union. Such map is designated as Exhibit "B" and made a part of this Agreement.

Zone 1: 0 to 30 miles - no allowance
Zone 2: Over 30 miles - $50.00 per day worked, plus 32 cents per mile as travel allowance at the start and finish of the job.

2. The travel pay and subsistence payable to an employee for any day during which the employee for any reason voluntarily leaves his job prior to completion of the employee's regularly scheduled workday shall be reduced in proportion to the balance of the employee's workday remaining at the time the employee leaves his Job.

3. Zone 1 (the free zone) is expanded to include the area bounded by a 22 mile arc drawn from Oceanside Boulevard and the "5" Freeway and intersecting the current San Diego free zone and the Los Angeles free zone as depicted on the map mutually agreed upon between the Employer and the Union. This map shall be a part of "Exhibit B" as referenced in the Article IX, Section 2, subsection 1 above.

Section 3 (Bakersfield):

1. There shall be two (2) recognized zones with the Bakersfield City Hall as the central point. All zones are depicted on a map mutually agreed upon between the Employer and the Union.

Such map is designated as "Exhibit C" and made a part of this Agreement.

Zone 1: 0 to 75 miles - no allowance
Zone 2: Over 75 miles - $50.00 per day worked, plus 32 cents per mile as travel allowance at the start and finish of the Job.

2. Bakersfield is considered a resident area for employees who reside, for a minimum period of ninety (90) days within the city limits of Bakersfield, or within an area bounded by a radius of twenty (20) miles beyond such city limits. Such resident employees shall be paid the travel pay and subsistence provided in this Section 3. All other employees assigned to work within the Bakersfield zone area designated in Exhibit C shall be paid the same travel pay and subsistence allowance as provided in Section 1 above for work in Zone 2 outside Los Angeles.

3. The travel pay and subsistence payable to an employee for any day during which the employee for any reason voluntarily leaves his job prior to completion of the employee's regularly scheduled workday shall be reduced in proportion to the balance of the employee's workday remaining at the time the employee leaves his Job.

Section 4 (Boundaries):

Jobs falling on the radius line of any zone shall be considered as in the next higher zone.

Section 5 (Days Not Worked):

An employee working in Zone 2 (Los Angeles), as defined in Section 1 above, or in Zone 2 (San Diego), as defined in Section 2 above, or in a Bakersfield zone area where the Los Angeles Zone 2 travel pay and subsistence allowance is applicable, shall be paid subsistence pay for (1) a holiday not worked in the zone if such holiday occurs on Tuesday, Wednesday or Thursday of the workweek and if the employee works both the days immediately preceding and following the holiday, and (2) for any day when such worker is required by the Employer to remain out of town, but not working, due to reasons beyond his control such as inclement weather.

Section 6 (Transportation Facilities):

Employees covered by this Agreement shall not be permitted to furnish, lease or rent the use of an automobile or other conveyance to transport men, tools, equipment or materials from shop to Job, from job to job, or from job to shop. Facilities for such transportation will be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport the owner and personal tools from home to shop or job at starting time, from job to job, or from job to home at quitting time.

Section 7 (Subsistence Jobs):

The Employer may schedule its employees four (4) days a week, ten (10) hours a day on full board and subsistence Jobs.

ARTICLE X
Reporting Time

Any worker dispatched or directed to report and reporting for work at the regular starting time ready for work and for whom no work is provided, shall receive pay for two (2) hours at the regular rate unless they have been notified before the end of the last preceding shift not to report and any worker who reports for work, ready for work, and for whom work is provided, shall receive not less than four (4) hours pay at the regular rate, and if more than four (4) hours are worked in any one day, shall receive not less than a full day's pay. In order to be paid show-up time, an employee must remain on the Job site for at least two (2) hours unless they are excused by the foreman or person in charge of the work.

When an employee is directed to report for work, and reports for work at the designated starting time on Saturday, Sunday, or Holiday, and for whom no work is provided, he shall receive a minimum of two (2) hours pay at the employee's overtime rate. Any employee who works beyond the minimum two (2) hours shall be paid for the actual hours worked, at the overtime rate.