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

TRAVEL AND SUBSISTENCE PROVISIONS

FOR

Asbestos Worker, Heat & Frost Insulator:
Hazardous Material Handler Mechanic

IN

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

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 AUGUST 2, 2004
TO SEPTEMBER 28, 2008

RECEIVED
Department of Industrial Relations

DEC 07 2004

Div. of Labor Statistics & Research
Chief's Office

15. All Employees shall be permitted to attend to union business required or authorized by the Union without penalty. The Contractor is not obliged to pay any wages for time not worked while attending to union business. The union agrees to allow substitutions in cases where the contractor would be impacted by its employee taking time off.

ARTICLE XV
Shipyard Work

Shipyard work is only referred to by reference and the actual terms and conditions will be found within the Shipyard Addendum See APPENDIX E

ARTICLE XVI
Maintenance

Maintenance work is only referred to by reference and the actual terms and conditions will be found within the Maintenance Addendum See APPENDIX F

ARTICLE XVII
Firestop

Firestop work is only referred to by reference and the actual terms and conditions will be found within the Firestop Addendum See APPENDIX G

ARTICLE XVIII
Target Job Program

1. A Target Job is a Job which the Union and Employer signatory to this Agreement agree that use of Pre-Apprentice, and 1st and 2nd year Apprentices in ratios other than provided in Article III of this Agreement, will enhance the employment generally of Mechanics and Apprentices covered by this Agreement. In the event of the unavailability of sufficient Pre-Apprentices, and 1st and 2nd year Apprentices, or applicants on the Apprenticeship waiting list, the Union may dispatch workers from any source they find adequate to fill the request.

2. The Employer may submit to the Union a Target Job opportunity. The Business Manager of the Union or his designate, at his sole discretion, will then approve or disapprove in writing of the Target Job opportunity submitted. If a Target Job is approved by the Business Manager, or his designate, the Employer will be notified of the special ratio of Pre-Apprentices, and 1st and 2nd year Apprentices to Mechanics which may be used for such Target Job. Any other Employer competing for such Target Job will be afforded the same ratio.

3. By the 15th day of each calendar month, the Union will submit to all Employers signatory to this Agreement a monthly written report of Target Jobs approved by the Union for the prior month. See APPENDIX H

ARTICLE XIX
Industry Promotion Fund

1. The Employer, whether or not a member of the Association, shall pay to the Association, for deposit into an Industry Promotion Fund $.02 per hour for each hour worked by each employee employed on work covered by this Agreement. The Fund shall be used for the purpose of promoting the interests of the insulation industry in the area covered by this Agreement. The purposes of the Fund include promotion of programs of industry education, stabilization and improvement of labor relations, administration of collective bargaining agreements, improvement of technical and business skills of employers, and support of employment opportunities.

2. All payments provided for under this Article shall be due and payable monthly on or before the 15th day of each calendar

APPENDIX F

3-5-3

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MAINTENANCE ADDENDUM AGREEMENT

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Southern California Chapter
Western Insulation
Contractors Association
and
Local No.5
International Association of
Heat and Frost Insulators
and Asbestos Workers

August 2, 2004
to
September 28, 2008

SECTION VII
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 - $35.00 per day worked.

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 #163 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 - $35.00 per day worked.

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 - $35.00 per day worked.

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 VIII
PENSION PROGRAM

1. For each hour worked by employees in the classification of hazardous material handler (HMH) Mechanic, the Employer shall pay the Western States Asbestos Pension Fund a total contribution of $2.93 per hour to be allocated as follows:
   (a) $2.36 to the Western States Asbestos Pension Plan
   (b) $1.10 to the Western States Asbestos Individual Account Plan.
   (C) $ .07 to the Western States Asbestos Health Plan.

2. The Employer accepts and agrees to be bound by the terms and provisions of the Western States Conference of Asbestos Workers and Associated Insulation Contractors Pension Fund Agreement and Declaration of Trust dated November 20, 1959, and any amendments thereto, and supplementary agreements between the Western States Conference and Western Insulation Contractors Association Central Labor Committee, the Western States Asbestos Pension Plan, the Western States Individual Account Plan, and the Western States Asbestos Health Plan, and any amendments thereto.

SECTION IX
EMPLOYEE MEDICAL MONITORING

1. At all times during the term, or any extended term, of this Agreement, the Employer shall contribute to the Heat & Frost Insulators and Asbestos Workers Health & Welfare Fund, Pasadena, California $.23 per hour for each hour worked by Employees covered by this Agreement. This contribution shall be utilized by the Health & Welfare Fund to provide medical monitoring for employees represented under this agreement including but not limited to physical examinations, x-rays, physical opinions, record retention, and the supplying of documentation to the Employer, as required by current or future Federal and State of California Regulations.

2. The contribution rate provided for above may be increased or decreased by action of the Health & Welfare Fund Trustees on 90 days written notice to the Employer.

AMENDMENT DATED SEPTEMBER 7, 2006
TO SECOND AGREEMENT TO EXTEND MEMORANDA OF
UNDERSTANDING AND AGREEMENT TO INCREASE CONTRIBUTIONS

The WESTERN INSULATION CONTRACTORS ASSOCIATION CENTRAL LABOR COMMITTEE and WESTERN STATES CONFERENCE OF ASBESTOS WORKERS agree to amend the Second Agreement to Extend Memoranda of Understanding and Agreement to Increase Contributions (the "Agreement", a copy of which is attached and incorporated by reference) as follows:

The contribution to the Define Benefit Pension for the period January 1, 2007 until December 31, 2009 shall be as follows:

Begin Date	Current Hourly Contribution Rate	Wage Reallocation	Employer Contributions	New Hourly Contribution Rate
January 1, 2007	$2.36	$0.40	$0.20	$2.96
January 1, 2008	$2.96	$0.40	$0.20	$3.56
January 1, 2009	$3.56	$0.40	$0.20	$4.16

The increases shall be paid for by a reallocation and deduction from the current wage package and new employer contributions.

WESTERN INSULATION CONTRACTORS ASSOCIATION CENTRAL LABOR COMMITTEE

WESTERN STATES CONFERENCE OF ASBESTOS WORKERS