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DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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TRAVEL AND SUBSISTENCE PROVISION

FOR

FIRE SAFETY AND MISCELLANEOUS SEALING
ASBESTOS WORKER
FIRE SAFETY TECHNICIAN – CLASS I (0-2000 HOURS)
FIRE SAFETY TECHNICIAN – CLASS II (2000-4000 HOURS)
FIRE SAFETY TECHNICIAN – CLASS III (4000-6000 HOURS)
FIRE SAFETY TECHNICIAN – CLASS IV (6000 OR MORE HOURS)

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

#90181
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.

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.)

3-5-1
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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.