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*

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P.O. Box 420603
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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

Asbestos Worker, Heat & Frost Insulator:

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 COUNTIES.

MASTER 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

Effective August 1, 2004 to July 31, 2007

RECEIVED
Department of Industrial Relations
DEC 08 2004
Div. of Labor Statistics & Research
Chief's Office

38. No discharge or layoff shall be effective unless at the time of discharge or layoff, the employee is paid in full at the job site or as otherwise herein provided. If the Employer fails to pay the employee in full immediately upon such discharge or layoff, the Employer shall pay the employee for waiting time an additional sum equal to two (2) hours straight time pay, such sum to be in addition to any penalty or penalties provided by law.

39. If, however, a job is shutdown by reason of the act of prime-contractor or owner, the employees may be paid on the day following the layoff at the dispatch office without penalty.

40. For the purpose of this Agreement an employee is laid off when they are instructed not to return to work on the next working day.

ARTICLE IV
Travel & Subsistence

41. There shall be three (3) recognized dispatch areas as follows: San Francisco, Sacramento and Fresno.

42. The San Francisco Allowance Area shall extend from the westerly boundary of the Local Union's jurisdiction easterly one-half way from the San Francisco City Hall to the Sacramento City Hall, and northerly to the northern boundary of the Local Union's jurisdiction and southerly one-half way from San Francisco City Hall to Fresno City Hall.

43. The Sacramento Allowance Area shall extend from the easterly boundary of the San Francisco Allowance Area to the easterly boundary of the Local Union's jurisdiction, and southerly to the northerly boundary of the Fresno Allowance Area and northerly to the northerly boundary of the Local Union's jurisdiction.

44. The Fresno Allowance Area shall extend from the most westerly boundary of the Local Union's jurisdiction to the most southerly and easterly boundary of the Local Union's jurisdiction and one-half way northerly from the Fresno City Hall to the Sacramento City Hall and the San Francisco City Hall. Wherever the phrase "City Hall in the Allowance Area" is used in this Article it shall mean the San Francisco City Hall in the San Francisco Allowance Area, the Sacramento City Hall in the Sacramento Allowance Area, and the Fresno City Hall in the Fresno Allowance Area, as the case may be.

44.1 In addition to the three allowance areas there shall be three recognized mileage points in Redding, Modesto and Reno. Mileage shall be paid for all jobs based on roundtrip mileage from the City Hall in these three locations at the applicable rate.

44.2 The Modesto Mileage Point shall extend from the Modesto City Hall westerly one-half way to the San Francisco City Hall, southerly one-half way to the Fresno City Hall, northerly one-half way to the Sacramento City Hall, and to the easterly boundary of the Local Union's jurisdiction.

44.3 The Redding Mileage Point shall extend from the Redding City Hall westerly and northerly to the boundaries of the Local Union's jurisdiction, and southerly one-half way to the Sacramento City Hall and easterly one-half way to the Reno City Hall.

44.4 The Reno Mileage Point shall extend from the Reno City Hall easterly, northerly and southerly to the boundaries of the Local Union's jurisdiction, and westerly one-half way to the Sacramento City Hall and Redding City Hall.

45. All employees working in an allowance area shall be considered as being based in that allowance area except as hereinafter provided:

46. On all jobs more than twenty (20) miles from the City Hall in the allowance area as measured by the most direct well-traveled route, the employee, unless directed not to return from the job on the same day, shall be paid the following allowance for such travel expense each way for each mile from the City Hall in the allowance area to the job site in excess of twenty (20) miles.

46.1 Employees shall be paid mileage from a job to another job in the same day except when using a company vehicle.

47. The above allowance will be adjusted by One Cent ($0.01) for each Fifteen Cents ($0.15) change in the average price of a gallon of unleaded gasoline (base cost to be $1.32 = $.30/mile, the average cost to be determined by AAA).

48. Provided however, that should the employee incur a toll charge in traveling to or from the job, whether within or without the twenty (20) mile free zone, such toll charge shall be paid to the employee in lieu of travel expense, unless the accrued travel exceeds the toll charge, in which event travel expense alone shall be paid.

49. Employees directed not to return home from the job site shall be paid the following allowances:

50. **Travel expense:** Travel expense shall be paid one way when first reporting for work at the job site and one way on return at the conclusion of their employment at the job site as provided in Section 46 above, and in addition, travel expense locally from the closest available commercial lodging to the job site and return at the following rate for each mile traveled in excess of ten (10) miles each way, each day they are required to report for work at the job site during the period of such employment. Employees quitting the job on their own initiative before completion of fifteen (15) working days shall not be entitled to travel expenses.

51. The above allowance will be adjusted by One Cent ($0.01) for each Fifteen Cents ($0.15) change in the average price of a gallon of unleaded gasoline (base cost to be $1.32 = $.30/mile, the average cost to be determined by AAA).

52. **Subsistence:** Subsistence shall be paid throughout the duration of their employment at the job site, Saturdays, Sundays and holidays included, when worked, in addition to wages and other benefits, provided in the Agreement, when worked, at the rate of: Sixty Five Dollars ($65.00) per day worked except as noted:

52.1 Subsistence shall not be applicable on days where individual employees are instructed to return home. (Examples are one (1) day jobs, jobs requiring multiple mobilizations/demobilizations, last day of the project, etc).

52.2 Del Norte and Humboldt Counties are subsistence areas.

53. For the purpose of the foregoing sections the distance to the job site shall be the distance from the City Hall of the basing point to job site via the most directly traveled route to the job site, as shown in the current Touring Guide published by the National Automobile Club. In the event that the current Touring Guide does not specify a distance to a particular job site, or the parties disagree as to any such distance, the Individual Employer and the Union shall each measure the distance and the average of the two shall be taken as the true distance, which shall be final and binding upon both parties and all employees involved.

54. When an employee is sent from one allowance area to a job in another, he shall be paid the following allowance per mile travel expense from the City Hall in the allowance area from which he is sent to the job and thereafter shall work on the job as if based in the allowance area in which the job is located.

55. The above allowance will be adjusted by One Cent ($0.01) for each Fifteen Cents ($0.15) change in the average price of a gallon of unleaded gasoline (Base cost $1.32 = $.30/mile, the average cost to be determined by AAA).

56. Upon the termination of a job covered by Sections 54 and 55, the employee shall be paid travel expense on his return to the allowance area from which he was sent in accordance with Sections 54 and 55. In computing out-of-town allowance, all distances shall be as set out in the current "Touring Guide" published by the National Automobile Club.

57. Employees being paid subsistence who fail to report for work on a regular work day will not be entitled to the allowance set forth in Sections 49 through 52 for such day or days provided that the foregoing will not apply to any employee who presents a doctor's certificate or otherwise proves to the Union's satisfaction that he was unable to report to work because of illness or any other just cause.

58. Employees discharged for cause in a subsistence area shall not be entitled to return mileage provided they are paid off at time of discharge. In the event of a dispute respecting the existence of just cause for discharge, just cause shall be determined under the grievance procedure.

59. **Parking:** The Individual Employer shall reimburse his employees for their cost of parking up to a maximum of Twenty Dollars ($20.00) per day in areas where free parking is not available within six hundred and sixty feet (660 feet) of the entrance to the job site providing a valid parking receipt is presented.

ARTICLE V
Show-up Time

60. Employees ordered to report for work at a shop or on a specific job, for whom no employment is provided, shall receive two (2) hours pay at the applicable rate, except in cases where bad weather conditions prevent working and due notification has been given the employee.

ARTICLE VI
Work Covered

61. The Association and the Individual Employers, parties hereto, recognize the Union as the duly authorized, sole and exclusive Collective Bargaining Representative under Section 9(a) of the National Labor Relations Act of all employees employed by the Individual Employers who perform work covered by this Agreement, on all present and future job sites within the jurisdiction of the Union, on the following basis: The Union has requested that each Individual Employer recognize the Union as the Section9(a) representative of its employees; the Union has offered to submit to each Individual Employer, directly or through its bargaining representative, evidence that the Union has the support of a majority of the Individual Employer's employees; and the Individual Employer acknowledges and agrees that a majority of its employees have authorized the Union to represent them in collective bargaining.

62. 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. and 3:00 p.m. each working day for the purpose of answering inquires and providing the necessary service to the trade.

63. This Agreement shall cover all work falling within the recognized craft jurisdiction of Local 16, including without limitation of the foregoing:

64. Lining of all mechanical room surfaces and air handling shafts.

65. The filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems.

66. All foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems.

HEAT AND FROST INSULATORS AND ASBESTOS WORKERS
UNION LOCAL 16
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ALAMEDA, CA 94502
Tel: (510)-769-4800 Fax: (510)-769-4805

INSULATION AGREEMENT
*ZONE 1 – SCHEDULE A
WAGE AND FRINGE BREAKDOWN / EFFECTIVE 01/01/05
100% WAGE / 100% FRINGES

CLASSIFICATION:	WAGES	DUES
MECHANIC	$37.88	$2.01
FOREMAN (Mechanic Rate + $2.00)	$39.88	$2.01
GEN. FOREMAN (Mechanic Rate + $3.00)	$40.88	$2.01

VACATION (INCLUDED IN BASE WAGE ABOVE):

VACATION	$ 3.00

FRINGES:	CLASS V	CLASS IV	CLASS III	CLASS II
Base Wage (Incl. Vac.)	$33.18	$35.88	$36.88	$37.88
Vacation Administration	$ 0.02	$ 0.02	$ 0.02	$ 0.02
Pension Fund	$ 9.16*	$ 6.46*	$ 5.46*	$ 4.46*
Occupational Health	$ 0.12	$ 0.12	$ 0.12	$ 0.12
Health & Welfare	$ 8.25	$ 8.25	$ 8.25	$ 8.25
Apprentice Training	$ 0.35	$ 0.35	$ 0.35	$ 0.35
Industry Promotion Fund	$ 0.08	$ 0.08	$ 0.08	$ 0.08
Preservation Trust Fund	$ 0.01	$ 0.01	$ 0.01	$ 0.01

*BASE WAGES AFFECTED BY APPLICABLE DEDUCTION OF PENSION CLASSES

TOTAL PACKAGE	$51.17	$51.17	$51.17	$51.17

- ✓ Dues are deducted for all hours worked in an amount determined by Local #16. The amount is based on 4.75% of the base wage plus $0.21 per hour.
- ✓ Mileage is $0.36 per mile / subsistence is $65.00 per day worked.
- ✓ Recap – Monies diverted from wages 01-01-05: $0.10 per hour Pension / $0.05 per hour Occ. Health.
- ✓ Recap – Monies diverted from wages 01-01-05: $1.00 per hour for Health and Welfare.
- ✓ Recap – Maintenance of Benefits increase 01-01-05: $0.35 per hour Collective Bargaining Agreement.

***ZONE 1** will include the following counties: Alameda, Contra Costa, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano and Sonoma Counties.

STEVE STEELE, BUSINESS MANAGER

HEAT AND FROST INSULATORS AND ASBESTOS WORKERS
UNION LOCAL 16
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INSULATION AGREEMENT
*ZONE 2– SCHEDULE A
WAGE AND FRINGE BREAKDOWN / EFFECTIVE 01/01/05
100% WAGE / 100% FRINGES

CLASSIFICATION:	WAGES	DUES
MECHANIC	$36.38	$1.94
FOREMAN (Mechanic Rate + $2.00)	$38.38	$1.94
GEN. FOREMAN (Mechanic Rate + $3.00)	$39.38	$1.94

VACATION (INCLUDED IN BASE WAGE ABOVE):

VACATION	$ 3.00

FRINGES:	CLASS V	CLASS IV	CLASS III	CLASS II
Base Wage (Incl. Vac.)	$31.68	$34.38	$35.38	$36.38
Vacation Administration	$ 0.02	$ 0.02	$ 0.02	$ 0.02
Pension Fund	$ 9.16*	$ 6.46*	$ 5.46*	$ 4.46*
Occupational Health	$ 0.12	$ 0.12	$ 0.12	$ 0.12
Health & Welfare	$ 8.25	$ 8.25	$ 8.25	$ 8.25
Apprentice Training	$ 0.35	$ 0.35	$ 0.35	$ 0.35
Industry Promotion Fund	$ 0.08	$ 0.08	$ 0.08	$ 0.08
Preservation Trust Fund	$ 0.01	$ 0.01	$ 0.01	$ 0.01

*BASE WAGES AFFECTED BY APPLICABLE DEDUCTION OF PENSION CLASSES

TOTAL PACKAGE	**$49.67**	**$49.67**	**$49.67**	**$49.67**

- ✓ Dues are deducted for all hours worked in an amount determined by Local #16. The amount is based on 4.75% of the base wage plus $0.21 per hour.
- ✓ Mileage is $0.36 per mile / subsistence is $65.00 per day worked.
- ✓ Recap – Monies diverted from wages 01-01-05: $0.10 per hour Pension / $0.05 per hour Occ. Health.
- ✓ Recap – Monies diverted from wages 01-01-05: $1.00 per hour for Health and Welfare.
- ✓ Recap – Maintenance of Benefits increase 01-01-05: $0.35 per hour Collective Bargaining Agreement.

***ZONE 2** will include the following counties: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lassen, Madera, Mariposa, Merced, Modoc, Mono, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba. Northern Nevada counties: Carson, Churchill, Douglas, Humboldt, Lander, Lyon, Mineral, Pershing, Storey and Washoe counties.

STEVE STEELE, BUSINESS MANAGER