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 AND FROST INSULATOR:

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

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.

Where free parking is not available within one half (½) mile of the jobsite, the contractor shall reimburse employees at the lowest rate available, provided the employee presents a signed and dated receipt for each parking expenditure. Receipts must be received weekly.

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 - $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

Where free parking is not available within one half (½) mile of the jobsite, the contractor shall reimburse employees at the lowest rate available, provided the employee presents a signed and dated receipt for each parking expenditure. Receipts must be received weekly.

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.

Where free parking is not available within one half (½) mile of the jobsite, the contractor shall reimburse employees at the lowest rate available, provided the employee presents a signed and dated receipt for each parking expenditure. Receipts must be received weekly.

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.

3. Payment of wages to any employee whose employment is terminated, or who terminates his employment shall be made in accordance with the provisions of the California Labor Code (Labor Code Sections 200 et seq.) as the same may be amended from time to time.

4. Nothing contained in this Agreement shall prohibit an employee or the Union on behalf of employees from submitting claims for unpaid wages, or other financial benefits provided for under Article VIII of this Agreement to an appropriate governmental agency for enforcement and determination, without proceeding through the grievance and arbitration procedure.

5. An employee driving a paste wagon shall receive the same rate of pay as Journeymen and shall receive subsistence in the amount set forth in the highest paid zone and shall be covered by all the terms and conditions of this Agreement. The rules governing the use and operation of paste wagons shall be as follows:

(a) The vehicle to be used will be a pickup or van type;

(b) The vehicle shall be the property of or leased by the Employer and shall not be the property of or leased from an employee;

(c) Loading and unloading shall be in accordance with Article II of this Agreement;

(d) The operator of the paste wagon shall be in charge of not more than one other employee;

(e) The operator shall be paid travel expenses based on the highest zone in which the operator works during the day;

(f) All paste wagons shall have permanent signs or mutually agreed-to identification including the company name or contractor license number.

6. In the event an employee is requested to work more than ten (10) consecutive hours, he shall receive a one half hour meal period at the end of the ten (10) hours, and every four (4) hours thereafter. The employee will be paid for the meal period only if he remains on the Job site during that time.

7. On Jobs of five (5) men or more the Employer shall provide reasonably adequate storage for tools owned by employees, provided such storage will not be considered as an acceptance of responsibility or security by the Employer.

8. The institution or maintenance by an Employer of any profit sharing or severance plan for employees covered by this Agreement shall be a subject of collective bargaining between the Employer and the Union. Any profit sharing or severance plan now in existence, covering employees represented by the Union, shall be dissolved and terminated as to such employees, and any funds then required by such plan to be distributed to such employees shall be distributed in accordance with the plan.

9. Annual time off for vacation for employees covered by this Agreement shall be scheduled by mutual agreement between Employer and employee. Each employee shall be entitled to two(2) weeks vacation annually.

10. Copies of all reports of Trust Fund benefit contributions will be mailed to the Union office each month.

11. The representative of the Union shall be allowed access to any shop or job at any reasonable time where workers are employed under the terms of this Agreement.

12. The Employer and the Union agree that there will be no discrimination in employment because of race, color, religion, sex, age, handicapped status, or national origin and will comply with local, State, and Federal Equal Employment Opportunity Acts, and any other similar plans to accomplish the objectives of equal employment opportunities.

13. The Employer shall furnish a work order in writing to the employees for each job, and the work order shall supersede any other work order or specifications issued by others.

14. A superintendent on withdrawal from the Union, supervising work covered by this Agreement, may at the sole option of the employer, participate through contributions of the Employer, in the Western States Pension Plan, Occupational Health and the Western States Asbestos Individual Account Plan to the extent of the benefits specified by the trustees under such plans. No self payment of contribution to either plan by such superintendent is permitted.