STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
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SHIFT 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

Note: The shift provisions provided in the following pages provide guidance on the work hours that are applicable to each shift. Shift differential pay is required and will be enforced during each applicable shift where shift differential pay is in the determinations. Any shift provision restricting the work hours for a particular shift for a type of work will not be enforced on public works. However, if work is performed during hours typically associated with a 2nd or 3rd shift the appropriate shift rate of pay is required. Shift differential pay shall not apply to work during traditional shift hour (swing or grave) if the determination includes a footnote that indicates that the non-shift rate may be paid for a special single shift. Please note the exemptions in California Code of Regulations Section 16200 (a)(3)(F) do not waive the shift differential pay. These regulatory exemptions only apply to overtime pay. Overtime shall be required in accordance with the determination and Labor Code Section 1810 through 1815.

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SA

July 30, 2007 - June 30, 2010

AGREEMENT

For the Fire Safety and Miscellaneous Sealing

of Pipe Sleeves and Penetrations for Southern California,

between Local No. 5

International Association of Heat and Frost Insulators and Asbestos

Workers, Southern California Pipe Trades

District Council No. 16 and its Affiliated Local Unions,

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 Local No. 5 International Association of Heat and Frost Insulators and Asbestos Workers and the Southern California Pipe Trades, District Council No. 16 and its affiliated Local Unions ("U.A."), collectively referred to herein as "the Unions" and the signatory Contractors performing the work covered under this Agreement, collectively referred to herein as "the Employer."

The geographic jurisdiction of this Agreement shall consist of the Counties of Los Angeles, Orange, Riverside, San Bernardino, Imperial, San Diego, Ventura, Santa Barbara, San Luis Obispo, Inyo, Kern, and Mono.

Employees covered by this Agreement shall have the ability to travel throughout the geographic jurisdiction of this Agreement without restrictions.

SECTION II
WORK COVERED - EMPLOYER RESPONSIBILITY

Scope

The work covered by this Agreement shall be the sealing of sleeves, penetrations, holes, chases, passages, or openings of any kind in concrete, metal or any other material by means of machinery, tools, and equipment powered by any other method, the purpose of which is to seal after the passage, placing or installation of pipe, conduit, tubing or any other material installed by employees of contractors in the plumbing, heating and piping industries.

The Employer shall furnish all tools (with the exception of the employees' attached tool list), materials, equipment, and whatever is required to perform the work of this Agreement. The Employee shall be responsible for cleaning and care of the Employer's tools. The Employee shall return all tools, material, and equipment to

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

Layoffs or discharge shall be at the discretion of the Employer.

Fire Safety Workers when dispatched, 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 dispatched but not worked shall receive two- (2) hours show up time. If employees work more than four (4) hours in any one day, they shall receive not less than eight (8) hours of pay unless prevented from working for reasons beyond the control of the Employer.

SECTION VI
WORK RULES - OVERTIME - HOLIDAYS

Regular work hours shall be eight (8) consecutive hours, between 6 a.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 Workers 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 paid 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 paid at two times the regular wage rate.

All Fire Safety Workers shall be paid "Travel Pay and Subsistence" as set forth in Local 5's Basic Agreement.

A Fire Safety Worker that has under his/her supervision, five or more Employees, shall be designated a Fire Safety Worker Foreman. A Fire Safety Worker Foreman shall be compensated at a minimum of Class IV Fire Safety Journeyman taxable