

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

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HOLIDAY PROVISIONS

FOR

**ASBESTOS WORKER, HAZARDOUS MATERIAL
HANDLER MECHANIC**

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN, MONO,
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.

3-16-3

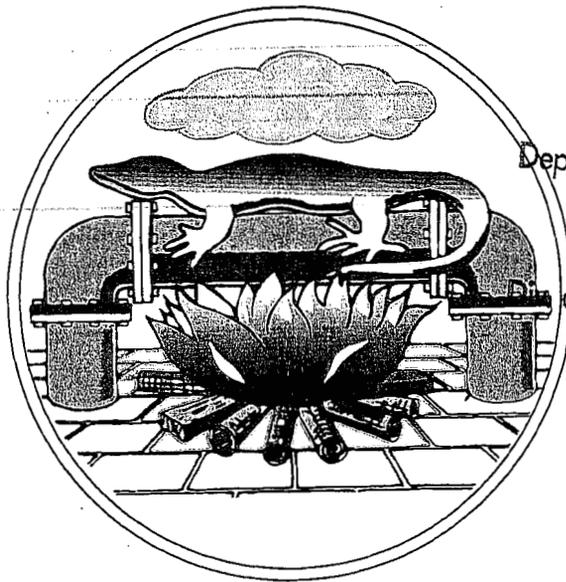
ABATEMENT AGREEMENT

between

The International Association of
Heat and Frost Insulators and
Asbestos Workers Local 16

and the

Northern California Chapter, Inc.
Western Insulation Contractors Association
and Individual Abatement Contractors



RECEIVED
Department of Industrial Relations

DEC 11 2006

Division of Labor Statistics & Research
Chief's Office

Effective May 1, 2006 through April 30, 2010

**Agreement between the Heat and Frost Insulators
and Asbestos Workers Local 16**

and the

**Northern California Chapter, Inc.
Western Insulation Contractors Association**

This Agreement, made and entered into this 1st day of May 2006, by and between the International Association of Heat and Frost Insulators and Asbestos Workers Local Union 16, hereinafter referred to as the Union, and the Western Insulation Contractors Association, Northern California Chapter, Inc., hereinafter referred to as the Association, for and on behalf of the Individual Abatement Contractors who are its members and have authorized it to represent them, and such other Individual Abatement Contractors as may become signatory to this Agreement or any counterpart thereof, which Individual Abatement Contractors are hereinafter referred to as Individual Employers.

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26. The Local Union shall notify the Individual Employer of the appointment of each steward. The Employer shall be notified in writing of the appointment of each steward. The steward may be discharged for cause with notification to the Union hall.
27. All employees shall give the Employer a copy of their current medical and training certificates and a copy of the required I-9 identification to be eligible for employment.
28. For the purposes of this Agreement a worker is laid off or terminated when he or she is instructed not to return to work on the next working day and he may be recalled, if unemployed. The Employer shall notify the Union prior to the end of the business day of the employees' lay off or termination.

Article V
General Work Rules

29. **Hours and Days of Employment:** The Employer shall establish the hours of work per day either five (5) eight hour days or four (4) ten (10) hour days in any one (1) week, for which the employee shall receive straight-time wages until the employee works in excess of forty (40) hours in one (1) week. Once established, the type of work week shall not be changed until the Employer has notified the Union in writing. This does not apply to refineries, and similar facilities, which operate 24 hours per day, 7 days per week. The Employer shall pay the employee per bid documents the applicable overtime rate in regards to the established work week. When the Employer bills a customer overtime rates the Employer shall pay the applicable overtime rate to the employee. This Agreement does not guarantee any specific number of hours per day or week.

- 29.1 Overtime is paid at the rate of one and one-half (1 ½) times the regular rate of pay for every hour worked after the completion of eight (8) hours up to and including twelve (12) hours in any workday or forty (40) hours in a workweek, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek. Double (2x) the employee's rate of pay shall be paid for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

Notwithstanding the above, on privately funded projects only, where four (4) ten (10) hour days are established, overtime shall be one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of ten (10) hours in a workday or forty (40) hours in one (1) workweek. Double (2x) the employee's regular rate of pay shall be paid for all hours worked in excess of twelve (12) hours in any workday.

Overtime on Federal Davis Bacon projects shall be one and one-half (1 ½) time the regular rate of pay for all hours worked in excess of forty (40) hours in one (1) workweek.

30. If any such holiday falls on a Saturday, the preceding Friday shall be considered the holiday or, if on a Sunday, the following Monday shall be considered the holiday.

On any recognized Holiday, the rate of pay will be double the straight time rate.

For purposes of this Agreement, the recognized non-paid holidays will be:

- New Year's Day (January 1)
- President's Day (3rd Monday of February)
- Memorial Day (last Monday in May)
- Fourth of July
- Labor Day
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25)

- 30.1 If an employee chooses to not work on either Good Friday or the Friday after Thanksgiving, they may do so without penalty if reasonable advance notice is given the Employer.
31. **Meal Period:** Employees shall not work more than five (5) consecutive hours without a one-half (1/2) hour meal period. When employees work over five (5) hours without being provided with a one-half hour meal period, they shall receive one-half (1/2) hour pay at double time rate. When an employee is required to work more than three (3) hours after the employee's regular shift, the employee will be entitled to a one-half (1/2) hour meal period at the end of the three (3) hours without loss of pay and an additional one-half (1/2) hour each five (5) hours thereafter, without loss of pay. If an employee is required to work through an overtime meal period, the employee shall receive pay for an additional one-half (1/2) hour at the double-time rate. Meal periods may be staggered to meet job requirements. The meal period shall begin in the clean area after the employee is allowed sufficient time to clean up and don street clothes. The donning of safety equipment and clothing shall not commence until after the scheduled meal period.
- 31.1 **Rest period:** Due to the nature of the abatement industry and the difficulty and time required to put on and remove necessary protective gear, and in order to avoid disruption of the process of work, rather than taking a break during each 4 hour period Employees shall be entitled to a 15 minute break immediately prior to the meal period, to make up the break missed during the work period preceding the meal period, and shall be entitled to take a 15 minute break immediately subsequent to the meal period, to make up the break missed during the period following the meal period. Reasonable time will be allowed prior to and at the end of of the above mentioned 15 minute breaks to remove or don any required protective clothing and equipment. Any disputes relating to breaks shall be brought before the Administrative Committee under the Collective Bargaining Agreement for final and binding resolution.
- 31.2 The Employer shall furnish cool and potable drinking water and sanitary drinking cups for employees.
- 31.3 The Employer shall furnish suitable sanitary toilet facilities for the employees.
- 31.4 The Employer shall make a reasonable effort to provide free parking for employees.
- 31.5 **Quitting Time Clean-Up.** Employer will allow sufficient time for employees to clean-up and don street clothes by end of shift.