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DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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HOLIDAY 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
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ARTICLE IV
Overtime and Holidays

1. All labor on new construction in excess of the "regular" workday and on Saturday, Sunday and observed holidays, shall be known as overtime, and shall be paid for at a double (2) rate of wages if work time hours are scheduled by the Employer, except that all time worked by an employee during the ninth and tenth hour of a regular workday, Monday through Friday, and all time worked during the first eight hours on Saturday, shall be paid for at one and one-half (1 ½) times the employee's regular rate.

2. All labor on Maintenance and Hazardous Waste in excess of eight (8) hours daily and on Saturday and Sunday shall be paid for at one and one-half (1 ½) times the employee's regular rate. For weekly hours in excess of sixty (60) hours and on holidays, the rate shall be two (2) times the employee's regular rate.

3. The observed holidays are: New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas. Such holidays shall be observed on days to coincide with national observance of the holidays. No work shall be performed on Labor Day, except in special cases of emergency and then only when triple (3) times is paid. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

4. The employee will notify the answering service number designated by the Union office to report overtime prior to working if it cannot be done during regular office hours. The Employer shall assign overtime to the employees that are employed during the regular hours on the job or in the shop and such employees will receive first priority for overtime on the specific job requiring overtime.

Overtime shall not be used as an incentive. The Employer may be required by the Union to provide written verification from the client or contractor that overtime is required. In the event the Union shall require written verification, such verification shall be requested in writing within five (5) days after the Union becomes aware of the necessity for an employee to work overtime. Such verification shall be furnished within five (5) days after receipt by the Employer of such request by the Union.

5. All overtime shall be paid for at either two (2) times the employee's regular rate, or one and one-half (1 ½) times the employee's regular rate, as the case may be, excluding from such regular rate the hourly Savings Plan allowance provided for in Section 3 of Article VIII.

6. In the event the Employer schedules employees four (4) days a week, ten (10) hours a day, on full board and subsistence jobs as provided in Section 7 of Article IX, no overtime is payable for work performed by employees during the ten (10) hour shift. All work scheduled beyond the 10 hour shift shall be paid at the appropriate overtime rate.

ARTICLE V
Grievance Procedure - Job Steward

Section 1: Grievance Procedure

1. All grievances and disputes that may arise concerning interpretation or application of the terms of this Agreement shall be submitted in writing within thirty (30) calendar days after the employee, the Union, the Association or the Employer submitting the grievance first become aware, or by use of reasonable diligence should have been aware, of the occurrence on which the grievance is based.

2. Within ten (10) calendar days after the written grievance or dispute has been submitted, a representative of the Union and a representative of the affected Employer (or of the association as the case may be) shall meet at least twice, if possible, in an effort to resolve the grievance or dispute.

3. In the event the grievance or dispute has not been resolved within the ten (10) calendar days' period provided in Section 2 above, then either the Union or the affected Employer (or the Association as the case may be) may, within forty (40) calendar days after the written grievance was initially presented, by written notice to the other party (a) submit the grievance to the Administrative Committee in accordance with the provisions of Section 4 below or (b) submit the grievance to arbitration in accordance with the provisions of Section 5 below.