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*

ADDRESS REPLY TO:
P.O. Box 420603
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HOLIDAY PROVISIONS

FOR

Asbestos Worker, Heat & Frost Insulator:
Hazardous Material Handler 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

15. All Employees shall be permitted to attend to union business required or authorized by the Union without penalty. The Contractor is not obliged to pay any wages for time not worked while attending to union business. The union agrees to allow substitutions in cases where the contractor would be impacted by its employee taking time off.

ARTICLE XV
Shipyard Work

Shipyard work is only referred to by reference and the actual terms and conditions will be found within the Shipyard Addendum See APPENDIX E

ARTICLE XVI
Maintenance

Maintenance work is only referred to by reference and the actual terms and conditions will be found within the Maintenance Addendum See APPENDIX F

ARTICLE XVII
Firestop

Firestop work is only referred to by reference and the actual terms and conditions will be found within the Firestop Addendum See APPENDIX G

ARTICLE XVIII
Target Job Program

1. A Target Job is a Job which the Union and Employer signatory to this Agreement agree that use of Pre-Apprentice, and 1st and 2nd year Apprentices in ratios other than provided in Article III of this Agreement, will enhance the employment generally of Mechanics and Apprentices covered by this Agreement. In the event of the unavailability of sufficient Pre-Apprentices, and 1st and 2nd year Apprentices, or applicants on the Apprenticeship waiting list, the Union may dispatch workers from any source they find adequate to fill the request.

2. The Employer may submit to the Union a Target Job opportunity. The Business Manager of the Union or his designate, at his sole discretion, will then approve or disapprove in writing of the Target Job opportunity submitted. If a Target Job is approved by the Business Manager, or his designate, the Employer will be notified of the special ratio of Pre-Apprentices, and 1st and 2nd year Apprentices to Mechanics which may be used for such Target Job. Any other Employer competing for such Target Job will be afforded the same ratio.

3. By the 15th day of each calendar month, the Union will submit to all Employers signatory to this Agreement a monthly written report of Target Jobs approved by the Union for the prior month. See APPENDIX H

ARTICLE XIX
Industry Promotion Fund

1. The Employer, whether or not a member of the Association, shall pay to the Association, for deposit into an Industry Promotion Fund $.02 per hour for each hour worked by each employee employed on work covered by this Agreement. The Fund shall be used for the purpose of promoting the interests of the insulation industry in the area covered by this Agreement. The purposes of the Fund include promotion of programs of industry education, stabilization and improvement of labor relations, administration of collective bargaining agreements, improvement of technical and business skills of employers, and support of employment opportunities.

2. All payments provided for under this Article shall be due and payable monthly on or before the 15th day of each calendar

APPENDIX F

3-5-3

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MAINTENANCE ADDENDUM AGREEMENT

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Southern California Chapter
Western Insulation
Contractors Association
and
Local No.5
International Association of
Heat and Frost Insulators
and Asbestos Workers

August 2, 2004
to
September 28, 2008

SECTION X
EMPLOYEE TRAINING/CERTIFICATION

1. At all times during the term, or any extended term, of this Agreement, the Employer shall contribute, as provided in the Asbestos Abatement Training Trust Agreement for Maintenance Agreement, not to exceed twenty two cents ($.22) per hour for each hour worked by Employees covered by this Agreement. This contribution shall be utilized by the Administrative Committee, through its Management Committee, to provide, through agreement with the Joint Apprenticeship Committee, or otherwise, Employee Training and Training Certifications as required by current or future Federal, State of California, and local laws, ordinances or regulations. Any costs in excess of twenty two cents ($.22) per hour for such contributions shall be borne by the Union.

2. The contribution rate provided for above may be increased or decreased by action of the Administrative Committee or its successor on 90 days written notice to the Employer.

SECTION XI
OVERTIME AND HOLIDAYS

1. All labor in excess of forty (40) hours per week, or eight (8) hours per work day and observed holidays, shall be known as overtime and shall be paid for at one and one-half (1-1/2) times the rate of wages if ordered by the Employer. The observed holidays are: New Year's Day, Washington's Birthday, 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) time is paid. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

2. If the observed holidays are not compatible with the customer's holidays, adjustments are possible by mutual agreement between the Employer and the Union.

SECTION XII
WORK DAY

1. The "regular" work day for the purpose of this Agreement shall be eight (8) hours. The Employer may deviate from the normal starting times by notifying the Union prior to such deviation. The Employer may schedule four (4) ten hour work days during a seven (7) day work week. On such projects, overtime rates will apply after ten hours worked in any workday, and after forty (40) hours worked in any work week. All other deviations from "regular" starting times shall be made only by mutual consent of the Union and the Employer. An employee who fails to work the full regular workday hours as required by this Agreement may, after prior warning by the Employer, be terminated.