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DEPARTMENT OF INDUSTRIAL RELATIONS
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HOLIDAY PROVISION

FOR

FIRE SAFETY AND MISCELLANEOUS SEALING
ASBESTOS WORKER
FIRE SAFETY TECHNICIAN – CLASS I (0-2000 HOURS)
FIRE SAFETY TECHNICIAN – CLASS II (2000-4000 HOURS)
FIRE SAFETY TECHNICIAN – CLASS III (4000-6000 HOURS)
FIRE SAFETY TECHNICIAN – CLASS IV (6000 OR MORE HOURS)

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

3-5-4 + 204-X-18

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

204-X-6

2006 - 2011

Master Agreement

FOR THE

PLUMBING AND PIPING INDUSTRY OF SOUTHERN CALIFORNIA

BETWEEN

CALIFORNIA PLUMBING AND

MECHANICAL CONTRACTORS ASSOCIATION

AND

SOUTHERN CALIFORNIA PIPE TRADES

DISTRICT COUNCIL NO. 16

OF THE UNITED ASSOCIATION

RECEIVED
Department of Industrial Relations
MAR 08 2007
Div. of Labor Statistics & Research
Chief's Office

CPMCA

EFFECTIVE JULY 1, 2006
MODIFIED JUNE 30, 2006

times the basic straight time hourly wage rate for work performed on that day. Employees working six (6) or more consecutive shifts shall receive two (2) times the basic straight time hourly wage rate after the fifth regularly scheduled shift.

4.5.1.5 The work day for each employee shall be defined as the twenty-four (24) hour period which begins with the regular starting time of the employee's shift and ends with the regular starting time of the employee's shift the following day. In this shift arrangement, the day shift shall be worked somewhere between the hours of 6:00 A.M. and 6:00 P.M.

4.5.1.6 Swing Shift (C or D Teams). For each shift, eight (8) hours shall be paid at the basic straight time hourly wage rate for the first through the fourth day of the scheduled work week for seven and one-half (7-1/2) hours of work. Eight (8) hours straight time pay shall be the basis for computing fringe benefits and overtime pay. Payment for all hours beyond seven and one-half (7-1/2) hours shall be at one and one-half (1-1/2) the basic straight time pay, with the exception that all hours beyond seven and one-half (7-1/2) on Sunday will be paid at two (2) times the basic straight time rate.

4.5.1.7 All work performed on Holidays shall be paid at two (2) times the basic straight time hourly wage rate.

4.5.1.8 Wages due for Employees working the rolling 4-10 schedule shall be paid the first day the Employee reports back to work on his next regularly scheduled work week.

4.5.1.9 Any violation of the above shall make all hours worked payable at twice the hourly wage rate unless prior approval has been given by the Business Manager.

4.5.2 When the Contractor determines that shift work is necessary, the employees who are assigned to the second or third shift on the first day, or on subsequent days, of the necessary five (5)day period, must be continued on such shift until after the five (5)day shift establishment period has been completed. Any such employee who is not continued on such shift for the five day shift establishment period shall be paid at double time for all work performed on said second and third shifts. This provision shall not apply to employees who are discharged for just cause during the shift establishing period.

4.5.3 Where shift work is temporarily interrupted for a period of one (1) work week for reasons beyond the control of the Contractor excluding the final termination of the shift, and all three (3) shifts have worked the same number of hours that week, and then the shifts are reestablished and the same individuals go back on the same shift (providing they are available), then there will be no penalty or no overtime payable. If one (1) or two (2) shifts are temporarily shut down or interrupted for a period of one (1) work week, and all three shifts have not worked the same number of hours that week, then those who are not permitted to work must be paid four (4) hours' straight time pay but it shall not be necessary to go through another five (5) day shift establishment period.

4.6 PAY ROLL

4.6.1 PAY PROVISIONS. Pay day shall be the last regular scheduled work day of the week, with not more than three (3) days being withheld. However, if the Contractor does a computerized payroll and issues checks by certified deposit, the time may be extended to five (5) days upon approval of the Unions involved. If the Contractor uses a computerized payroll, he must program the computer to meet the requirements for payroll checks in Paragraph 4.6.2. The Contractor must also include all data required on Trust Fund reports as determined by the Joint Board of Trustees, including pay rate, straight time hours and overtime hours, among other requirements. Workmen are to be paid at least one (1) hour before the end of the regular shift whether working in a shop, Contractors' yard, or in the field. When men are laid off or discharged, they must be paid wages due them immediately at the time of layoff or discharge, and shall remain on the payroll until paid in full. If a regular pay day falls on a holiday, the day before the holiday shall be designated as pay day.

4.6.2 PAYROLL CHECKS. Payroll checks must bear the authorized signature of, and be drawn from the account of, the Contractor to whom men are dispatched. The employee shall receive a check stub from each check showing the Contractor's name and address, Trust Fund code number, pay period covered, regular and overtime hours worked, vacation and holiday contributions, and all other deductions required by law. If a Contractor issues a check with insufficient funds in the bank for payment, he shall be required to issue only certified checks for the duration of the job or for ninety (90) days, whichever is longer, and shall reimburse the employee immediately by certified check for the NSF check issued and for bank charges assessed for each check, subject to Subcommittee decision as provided in Appendix C, Paragraph C.4.9. The Subcommittee shall have authority to assess one (1) day's wages where there is no satisfactory excuse.

4.6.3 Labor Release. No employee will be permitted to sign any labor release not approved by the Joint Arbitration Board.

4.7 OVERTIME

4.7.1 Double time shall be paid for all hours worked over ten (10) hours, Monday through Saturday. Sundays and Holidays shall be double time. Time and one half shall be paid for all other overtime. When an employee is called back, he shall be paid double time and a minimum of two (2) hours' pay at double time.

4.7.2 There shall be no alteration, remodeling or new work performed on overtime, without the Contractor or Journeyman in charge first obtaining permission from the Local Union Business Manager or his designee having jurisdiction over said job. This does not apply to service or repair work. Overtime work shall be rotated equally among all employees covered by this Agreement on any given job or in any shop. The Contractor shall have the right to appeal such decision to the Joint Arbitration Board, whose decision shall be final and binding.

4.8 HOLIDAYS

4.8.1 The following days are recognized as holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day excluding work performed under Appendix D, Section D.2 and Christmas Day, and if Christmas and/or New Years' falls on Saturday, Friday shall also be considered a legal holiday. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. No work shall be required on Labor Day except in cases of

extreme emergency when life or property is in imminent danger.

4.9 SUPERVISION

4.9.1 SUPERVISION. Supervision shall be selected solely by the Employers and they shall act as agents of the Employers and shall not apply or attempt to apply Union regulations, rules, Bylaws or provisions of the Union constitution. They shall comply with all provisions of the Labor Agreement. The Unions will not take any disciplinary action against any Foreman, General Foreman, for any action they may take in the proper performance of their duties for the Contractors.

4.9.2 FOREMEN. When three (3) or more Journeymen are fabricating or installing work, there shall be a Foreman selected by the Contractor who shall be a member in good standing of a Local Union affiliated with District Council No. 16, who shall receive not less than fifteen percent (15%) per hour above the Journeyman wage rates, and shall handle only one (1) project.

4.9.3 A Foreman or a General Foreman may supervise different crews including crews performing any of the work covered by this Agreement.

4.9.4 GENERAL FOREMEN. When two (2) or more Foremen are employed on a job, one shall be designated General Foreman. Any person who supervises two (2) or more projects at separate geographical locations shall be designated a General Foreman. A General Foreman shall receive not less than twenty-five percent (25%) per hour above the Journeyman rate. Foremen and/or General Foremen may work with the tools.

4.10 APPRENTICES & PRE-APPRENTICES

4.10.1 The Employer Trustees shall normally employ at least one (1) Apprentice each.

4.10.2 Apprentices shall be selected for dispatch at the discretion of the Business Manager, subject to such rules as may be established by the Local Joint Apprenticeship Committee. Upon the Contractor's request the Union shall dispatch Apprentices and Pre-Apprentices according to the following ratio: After the Contractor has employed one (1) Journeyman on a job site, the Local Union shall dispatch one (1) Apprentice and then one (1) Pre-Apprentice. After the Contractor has employed one (1) additional Journeymen on the same job site the Local Union shall dispatch a second Apprentice and then a second Pre Apprentice to that job site. After a second Apprentice has been secured, the Local Union shall dispatch additional Apprentices and Pre-Apprentices only after the Contractor has employed one (1) Journeymen for each such Apprentice and Pre-Apprentice. With the approval of the Business Manager the Employer may increase the ratio of Pre-Apprentices and Apprentices to Journeymen.

4.10.3 These standards shall not be changed as they apply to work opportunities on the job without the consent of the parties hereto in regard to the ratio of jobs, Apprentice dispatching or any other aspects of the Apprentice employment or work covered under the terms of this Agreement, all of which shall be subject to the Labor Agreement.

4.10.4 Apprentice advancement shall be annually on February 15 or August 1 according to their anniversary date and only upon satisfactory completion of training. The Contractors shall be notified by the local area J.A.C. at least ten (10) days prior to the effective date of an increase when an Apprentice is advanced from one (1) year to another. It shall be a violation of this Agreement for any Contractor to pay, or any Apprentice to accept a wage rate in excess of those set forth in this Agreement.

4.11 STEWARDS

4.11.1 A Steward shall be a working employee, appointed by the Business Manager, who shall, in addition to his work as Journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at any other time (it being understood and agreed that the Steward's duties shall not include any matters relating to hiring and/or termination). The Unions agree that such duties shall be performed as expeditiously as possible and the Contractors agree to allow Stewards a reasonable amount of time for performance of such duties. The Unions shall notify the Contractors of the appointment of each Steward in writing, and the Contractors, before transferring, laying off or discharging a Steward, shall notify the Union in writing of its intention to do so and give the reason therefore at least twenty-four (24) hours in advance of such intended action.

4.11.1.1 The person appointed Steward shall remain on the job as long as there is work in his particular classification which he is qualified to perform, and so long as there are three (3) men on the job, excluding the Steward; provided, however, the Steward does not engage in any activities which are contrary to the provisions of this Agreement. In no event shall a Contractor discriminate against a Steward or lay him off, or discharge him on account of any action taken by him in the proper performance of his Union duties.

4.11.1.2 If a Steward is discharged and three (3) or more men remain on the job and the Steward is to be replaced by another Journeyman, the Business Manager shall be permitted to select a man from the Group 1 list to replace him.

4.11.2 Stewards are expected to be competent Journeymen and to do the normal amount of work required of other Journeymen, with the exception of a reasonable amount of time to perform his duties, as defined in this Section. There is no such thing as a roving or non-working Steward.

4.11.3 The duties of a Steward are primarily to ascertain that work covered by this Agreement is performed by employees covered by this Agreement, and to see that the men employed on the job have the proper referral slip and to ascertain dues are paid as required. Once per month, a Steward shall be permitted sufficient time to check the dues books of the men on the job to ascertain that they are in order.

4.11.4 If a Steward receives a complaint that employees not covered by this Agreement are performing work covered by this Agreement, or if a man on the job files a grievance with the Steward, the Steward shall be permitted a reasonable amount of time to investigate the complaint or grievance and to present the matter to the Contractor representative in charge of the job and request correction.

4.11.5 Stewards shall not argue with the Contractor representative and shall not take any action on their own initiative, but shall report matters to their Local Union office