STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

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P.O. Box 420603
San Francisco CA 94142-0603

TRAVEL AND SUBSISTENCE PROVISION

FOR

ASBESTOS AND LEAD ABATEMENT (LABORER)

Asbestos and Lead Abatement Worker

IN

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

AC+S, Inc.

APR 16 2001

Southern California District Council Of Laborers

102-882-1

RECEIVED
Department of Industrial Relations

SEP 12 2001

Div. of Labor Statistics & Research
Chief's Office

Local Union No. 882

Collective Bargaining Agreement

VIII. NON-PAID HOLIDAYS

8.1 The following nine (9) days shall be non-paid holidays for purposes of this agreement. NEW YEARS DAY, WASHINGTON BIRTHDAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY.

If any of the above holidays should fall on Saturday or Sunday, the Monday following the holiday should be considered a legal holiday. Work on such holiday should be paid for at holiday overtime rate provided herein.

IX. BUSINESS REPRESENTATIVES AND STEWARDS

9.1 **Business Representative:** The Unions Business Representatives shall have access to the project during working hours and shall make every reasonable effort to advise the contractor of the representative presence.

9.2 **Stewards:** The Union may appoint a working employee as its steward by notifying the contractor.

X. NO STRIKES OR LOCKOUTS

10.1 During the terms of the agreement, the Union shall not strike the contractor, and the contractor shall not lock out the employees.

XI. WORKING CONDITIONS

11.1 **Parking:** The Contractor shall make a reasonable effort to have the owner provide free parking for employees.

11.2 **Drinking Water:** The Contractor shall furnish cool and potable drinking water and sanitary drinking cups for the employees.

11.3 **Toilet Facilities:** The contractor shall furnish suitable toilet facilities for the employees.

XII. TOOLS

12.1 Each employer covered by this agreement shall furnish the following hand tools and equipment:

1 regular screwdriver
1 Phillips screwdriver
1 claw hammer
1 hand scraper (wide and narrow)
1 tin snips

ineffective. In no event, shall the fact that a portion of this Agreement be not applicable or illegal in accordance with such laws render the remainder of this Agreement ineffective or terminated.

XX. MAINTENANCE OF STANDARDS

20.1 Company agrees that all conditions of employment for workers relating to wages hours of work and general-working conditions shall be maintained at no less than the highest standards in effect as of the date of this Agreement. Conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

XXI. SUBSISTENCE

21.1 Subsistence shall be paid at the rate of thirty-two ($ 32.00) dollars per scheduled workday.

21.2 In lieu of subsistence, the Contractors may provide and maintain acceptable room and board on or immediately adjacent to the project seven (7) days per week in compliance with California State Laws.

21.3 Employees shall travel to and from their daily initial reporting place to their own time and by means of their own transportation. The contractor shall be responsible for payment of wages from the reporting point, as order by the Contractors, to the jobsite and from job to job and return. However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated from the time enroute and return. For offshore work, employees will receive travel pay at straight-time rates from port of embarkation to jobsite and from jobsite to debarkation regardless of mode of transportation, which transportation shall be at the Contractor's expense. If no camp is furnished by the Contractor's, such transportation shall be furnished daily.

21.4 Subsistence shall be paid to all employees traveling more than one-hundred and fifty (150) miles round trip from dispatch hall or companies main hiring facility.

21.5 Subsistence shall be applicable as per Article 1, Recognition Section II: Coverage and as per Article XXI: Subsistence Section 1-2 and 3.

21.6 Employees living within the radius of twenty-five (25) miles from the project will be excluded from the subsistence or it will be at the discretion of the contractor.

21.7 Wherever the Union can not provide Local Labor then the, company will be entitled to hire employees from any other source. All new hires as per this section will be in accordance to Article I-Recognition, Article IV-Union Security and Article VI-Hiring