

DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Labor Statistics and Research

455 Golden Gate Avenue, 8th Floor

San Francisco, CA 94102

MAILING ADDRESS:

P. O. Box 420603

San Francisco, CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISIONS

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

102-882-1

Laborers' Asbestos Agreement

This Agreement ("Agreement") entered into this _____ day of _____, by and between _____ (hereinafter referred to as the "Contractor") and the Southern California District Council Of Laborers (affiliated with the Laborers' International Union of North America) and its affiliated Local Union No. 300 (hereinafter referred to as the "Union").

I. RECOGNITION

1.1 The Contractor recognizes the Union as the exclusive collective bargaining representative pursuant to Section 9(a) of the National Labor Relations Act, as amended of all employees of the Contractor over whom the Union has jurisdiction except supervision, guards, clerical, managerial, technical and or professional employees, the Union having presented evidence of its majority status on _____, 2004.

II. COVERAGE

2.1 **Geographical Coverage:** The geographical coverage of this agreement is the twelve (12) counties of Southern California (Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, San Diego, and including Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, and the Channel Island Monument).

2.2 **Work Coverage:**

a. The work covered by this agreement is asbestos and toxic waste abatement, and methane/liquid boot installation and repair including the following tasks performed in conjunction with asbestos and toxic waste abatement: site mobilization, initial site cleanup, site preparation including soft demolition, mold remediation, removal of asbestos-containing material and toxic waste (including lead abatement and any other toxic materials), encapsulation enclosure and disposal of asbestos-containing materials and toxic waste (including lead abatement and any other toxic materials) by hand or with equipment or machinery, scaffolding, fabrication or temporary wooden barriers, assembly of decontamination stations, and any other tasks which the Contractor may direct in connection with this work. Soft demolition is defined as the operation of compressed air or electrical powered small hand tools and general labor during demolition performed in conjunction with the asbestos or toxic waste abatement.

b. Neither the Contractor nor its subcontractors shall contract or subcontract any work covered by paragraph a of this Section 2.2 of this Agreement to be done at the site of the construction, alteration, painting or repair of a building, structure, or other work except to a person, firm or corporation party to a current labor agreement with the Union.

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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:** In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the Contractor shall reimburse the employee for the reasonable cost of such parking up to a maximum of \$5 per vehicle per day upon being presented with a receipt or voucher certifying the cost thereof, such reimbursement to be made on a weekly basis or upon conclusion of the job, whichever occurs earlier.

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
- 1 lineman pliers
- 1 wire brush
- 1 gym bag
- 1 razor knife
- 1 flashlight

12.2 The Contractor shall make available for purchases of its employees, at the Contractor's cost the above complement of tools. When employment is terminated, the , at the employee's request, will buy back the purchased tools at the original purchase price provided the offered tools are in usable condition.

XIII. **GENERAL**

13.1 All employees shall possess and maintain a valid California Drivers License and/or assure the Contractor of a reliable means of transportation.

respirator shall be deducted from the employee's final paycheck. The Contractor shall provide lockers for employees.

XVI. RIGHTS OF MANAGEMENT

16.1 The management of the operation and the direction of the working forces are vested exclusively with the Contractor. The Contractor retains the sole right to hire, discipline, discharge, lay off, assign, promote and transfer employees and to determine the starting and quitting time and the number of hours to be worked, direct the working force, manage their business in accordance with its judgement, and determine the number of employees on a project.

XVII. GENERAL

17.1 Current employees wage rates will not suffer a reduction due to the execution of the Agreement.

17.2 If the Union grants more favorable terms to any Contractors; the more favorable terms shall be applicable to the Contractor. The Union shall, upon request, provide the Contractor with a copy of any contract it negotiates with any other Contractor.

VIII. JOB LOCATIONS

18.1 Upon written request by the Union, the Contractor shall notify the Union in writing of the address of each jobsite covered by this Agreement prior to the commencement of work.

XIX. SAVING CLAUSE

19.1 In the event any portion of this Agreement shall become ineffective as the result of any applicable Local, State or Federal Law, only that portion of this Agreement so affected shall be 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 The Contractor 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-five (\$35) 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 ordered by the Contractor, 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 en route 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.

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 cannot provide a sufficient supply of available and qualified workers, then the Contractor 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.