STATE OF CALIFORNIA Edmund G. Brown Jr., *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
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

102-882-1

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Department of Industrial Relations

JAN 21 2010

Div. of Labor Statistics & Research
Chief's Office

Laborers' Asbestos Agreement

This Agreement ("Agreement") entered into this 13th day of January, 2010, by and between Argus Contracting, (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").

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.

XXI. SUBSISTENCE

21.1 Subsistence shall be paid at the rate of forty-five ($45) 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 the Local Union headquarters.

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.

XXIII. TERM, TERMINATION AND RENEWAL

23.1 The term of this Agreement is January 1, 2010 to December 31, 2012, and from year to year thereafter, unless either party gives written notice received by the other not less than sixty (60) days prior to December 31, 2012 or sixty (60) days prior to any subsequent anniversary of this Agreement, of a desire to terminate or renegotiate the Agreement.

Executed on this 13 day of January 2010

Contractor:

CONTRACTOR:

Argus Contracting LP

ADDRESS:
2360 E. Artesia Blvd
Long Beach, CA 90805

AUTHORIZED REPRESENTATIVE OF EMPLOYER:

Greg Kleie

Name

Signature

Dated: 1-13-10

Union:

Southern California District Council of Laborers

By:

Dated: 1-14-10

Laborers International Union of North America, Local Union 300

By:

Dated: 1-14-10