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DEPARTMENT OF INDUSTRIAL RELATIONS
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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

SC-102-882-1

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. (i) 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.

(ii) It is agreed that demolition work (other than soft demolition as defined hereinabove) covered by the 2006-2009 Southern California Master Labor Agreement between the Southern California District Council of Laborers and Associated General Contractors of California, Inc., Building Industry Association of Southern California, Inc. and Southern California Contractors Association ("2006-2009 Southern California MLA"), 2004-2007 Laborers San Diego Master Labor Agreement for Engineering Construction ("2004-2007 San Diego Engineering

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xi. Any dispute in connection with this Section 9.2 shall be referred to the Grievance and Arbitration Provisions of this Agreement.

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.

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 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 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.

XXII. PUBLIC WORKS PROJECT DAVIS-BACON ACT AND RELATED STATUTES:

22.1 a. In the event an individual Contractor bids a public job or project being awarded by a federal, state, county, city or public entity which is to be performed at a predetermined or prevailing wage rate established by the Secretary of U.S. Department of Labor (pursuant to Public Law 74-403 as amended by Public Law 88-349 the requirements for which are contained in 29 C.F.R. Parts 1, 2, 5 and 7 and which determinations are published in the Federal Register),