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DEPARTMENT OF INDUSTRIAL RELATIONS
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HOLIDAY 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

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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7.4 **Meal Period:** Employees shall not work more than five consecutive hours without a one-half hour meal period. When employees work over five hours without being provided with a one-half hour meal period, they shall receive one-half hour pay at the double time rate. When an employee is required to work more than three hours after the employee's regular shift, the employee will be entitled to a one half hour meal period at the time end of the three hours without loss of pay and an additional one half hour each five hours thereafter, without loss of pay. If an employee is required to work through an overtime meal period, the employee shall receive pay for an additional one half hour at the double time rate. Meal periods may be staggered to meet job requirements.

7.5 **Reporting:** A worker who is required to report to work and does report and is furnished no work, shall be paid at lease two (2) hours at his/her hourly rate of pay.

7.6 **Standby Time:** A worker shall be paid for all time he/she is required to remain on the job at his/her hourly rate of pay.

7.7 **No Guaranteed Employment:** Nothing in this article shall be interpreted as a guarantee to any employee as to the number of hours or days of employment the employee will be offered.

VIII. NON-PAID HOLIDAYS

8.1 The following eight (8) days shall be non-paid holidays for purposes of this agreement. NEW YEARS DAY, 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 a Sunday, the Monday following the holiday should be considered a legal (contractual) 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 Union's Business Representatives shall have access to the project during working hours and shall make every reasonable effort to advise the Contractor of the representative's presence.

9.2 Stewards:

a. The Union may appoint a working employee as its steward by notifying the contractor.

b. It is recognized by the Contractor that the employee selected as the job steward shall remain on the job as long as there is work being performed in a classification in which the steward is qualified, except that, at the completion of the job, the Contractor shall not be required to retain the steward in lieu of the foreman or key man upon reduction in force. The Contractor or his representative, before laying off or discharging the craft job steward for any cause other than stated in paragraph c, below, shall notify the Union in writing of his intent to do