

Laborers 2013 – 2015 Asbestos Agreement

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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 in January 2004, and the Contractor having been satisfied that the Union represents a majority of the Contractor's employees in the bargaining unit described herein.

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 Agreement"), 2006-2009 Laborers San Diego Master Labor Agreement for Building Construction ("2006-2009 San Diego Building MLA") or any successor to any of these agreements is a part of the work description covered by this Agreement and is a part of the bargaining unit work description covered by this Agreement. Such successor agreements include the 2012-2105 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, and 2012-2016 Laborers San Diego Master Labor Agreement for Building Construction and the 2012-2016 Laborers San Diego Master Labor Agreement for Building Construction. To the extent that any demolition work (other than soft demolition as defined hereinabove) covered by such master labor agreement is encompassed by any construction contract being performed by or let to the Contractor, the Contractor shall be bound by and shall comply with the applicable master labor agreement. The Contractor must, within five working days of the Contractor being awarded such work, register the Project with the Laborers Local 300 and the District Council by sending a writing to Laborers Local 300 containing: (A) the name of the signatory Contractor; (B) the location, including street address, city and county of the Project; (C) the anticipated date of commencement and completion of the work; and (D) a general description of the nature of the work. It is agreed that the foregoing is unit work and, as such, the subcontracting provisions of this Agreement or the applicable master labor agreement, whichever is more protective of unit work, shall be applicable to such work.

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 covering such work.

(i) The Contractor may ensure compliance with the subcontracting provision contained in this Section 2.2 by, among its other obligations, inserting into any subcontract for covered work the following language:

"Subcontractor acknowledges that Contractor has entered into the following labor agreement covering work at the construction jobsite with the Southern California District Council of Laborers and its affiliated Local, LIUNA Local 300: Laborers' Asbestos Agreement, effective January 1, 2013 to December 31, 2015. ("Laborers' Asbestos Agreement"). The subcontractor acknowledges and agrees that a copy of the Laborers' Asbestos Agreement is available to subcontractor.

"Subcontractor agrees that, as an essential condition to entering into this subcontract, it is bound to and shall comply with all of the terms and conditions of the Laborers' Asbestos Agreement referenced above, including wages, trust fund contributions, working rules, the grievance/arbitration procedure and any other mechanism for the resolution of dispute contained in the Laborers' Asbestos Agreement, on all covered work performed in the

geographic area of the Laborers' Asbestos Agreement. Subcontractor agrees that it shall be bound to the Laborers' Asbestos Agreement, commencing with the first hour of work performed by employees on this Project, and shall be bound to the Laborers' Asbestos Agreement for all of its covered work, whether or not the work is performed for the Contractor for the duration of the Laborers' Asbestos Agreement, and until timely terminated pursuant to the terms of the Laborers' Asbestos Agreement, for the duration of successor Laborers' Asbestos Agreements.

"Subcontractor further agrees to require all its subcontractors performing job site work of the type covered by the Laborers' Asbestos Agreement referenced above to become bound to and comply with all of the terms and conditions of the Laborers' Asbestos Agreement.

"Subcontractor acknowledges that the Southern California District Council of Laborers and its affiliated Local Unions, and the Construction Laborers Trust Funds for Southern California, are the intended third party beneficiaries of this contractual provision and may enforce this provision directly against Subcontractor."

(ii) No later than thirty calendar days after execution of a subcontract, as specified in subparagraph (i), above, with a subcontractor not previously signed to the Laborers' Asbestos Agreement, the Contractor shall deliver a copy of the cover page, Labor Relations Clause (as set forth in this Article II, Section 2.2(b)) and signature page of the subcontract to the Union.

(iii) If the Contractor complies with subsection (i) and (ii) above, the Contractor shall not be liable for a breach of the subcontracting provisions of this Section; provided, however, that the Contractor shall be liable for the Subcontractor's delinquent Trust Fund contributions to the extent such liability would otherwise exist under this or any other applicable agreement.

c. In addition to any recovery of damages by the Union for a Contractor's violation of the subcontracting clause, the Trust Funds may recover damages in an amount equal to the full fringe benefit contribution rate in effect under this Agreement at the time of the violation, plus interest, audit fees, and liquidated damages, for each hour of covered work performed by the non-signatory subcontractor's employees. Such damages shall be payable to the Vacation Trust and shall be damages and not for the benefit of any specific individual.

III. SAFETY

3.1 General Principals: The safety and well being of the employees is the primary concern of the parties, and the Contractor shall not permit the employees to be placed in unsafe conditions without adequate protective gear, instruction, and supervision.

3.2 Training: Before furnishing any work to an employee covered by this agreement, the Contractor shall ensure that the employee is properly trained and meets all certification requirements. The Union is party to agreements provided for the training and retraining of employees for the work of asbestos removal and toxic waste removal (including lead abatement

and any other toxic materials) and shall aid the Contractor's employees, but the obligation to utilize trained and qualified employees is that of the Contractor.

3.3 Compliance with laws, regulations, and standards: The Contractor shall comply with all federal, state, and local laws and regulations. If there is a conflict between or among the potentially applicable law or regulations the Contractor shall follow that which provides the greatest safety for the employees.

3.4 Provision of Gear: The Contractor shall provide at its expense all safety and protective gear for the employees.

IV. UNION SECURITY

4.1 Union Membership: It is a condition of employment that each employee shall become and remain a member of Laborers' Local Union No. 300 on or after the eighth (8) day of employment or the execution of this agreement, whichever is later.

4.2 Dues: Membership in the Union requires the payment of the union's uniform initiation fees and dues, including supplemental dues, or other satisfaction of the employee's financial obligations to the Union to the extent required by this Contract and applicable law.

4.3 Supplemental Dues: Upon being furnished with an employee's written authorization to do so, the Contractor shall deduct from the employee's wages each month the amount certified by the union's business manager as the amount of supplemental dues, or the Contractor by this Agreement authorizes the Laborers Vacation dues reconciliation trust to deduct the supplemental dues and forward them to the union or its designate.

4.4 Failure to Pay Dues: The Contractor shall immediately discharge any employee pursuant to the foregoing sections upon written notice from the Union of such employee's non-payment of initiation fee, dues or other legally required mandatory financial obligation. Such written notice shall indicate the amount of initiation fees, dues or other legally required mandatory financial obligation which are in a state of delinquency and shall give the employee forty-eight hours within which to cure the delinquency.

All amounts deducted by the Employer hereunder, shall be remitted by the Employer to the Union together with a list showing the name and social security number of each employee for whom moneys are included in the remittance and the amount thereof.

V. WAGES AND FRINGE BENEFITS

5.1 Wages: Wages and fringe benefits will be paid in accordance with the attached appendix "A" except when contract bid specifications require the payment of wages and benefits as determined by the Federal Prevailing Wage determination or the State of California prevailing wage determination, in which case, except as otherwise expressly provided in this agreement, the highest wages and benefits will prevail.

5.2 Fringe Benefits:

a. The parties shall be and hereby are bound by all the provisions of the Declaration of Trust of the Laborers' Health and Welfare Trust for Southern California ("Southern California Health and Welfare Trust"); Construction Laborers' Pension Trust Fund for Southern California ("Construction Laborers' Pension Trust Fund"); Construction Laborers' Vacation Trust Fund for Southern California ("Vacation Trust Fund"); Laborers' Training and Retraining Trust Fund for Southern California ("Laborers' Training Trust"); and Center for Contract Compliance Trust Fund. The Contractor shall pay to each of these trust funds the amounts set forth in Appendix A hereto for each hour worked or paid for on all classifications contained in this Agreement.

b. The Contractor and the Union approve and consent to the appointment of the Trustees designated by the Southern California Health and Welfare Trust; Construction Laborers' Pension Trust Fund; Vacation Trust Fund; Laborers' Training Trust; and Center for Contract Compliance Trust Fund, and each of them. By entering into this Agreement, the parties ratify, confirm and consent to all acts heretofore taken in the creation and administration of said Trusts and each of them by the joint trustees, their agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by the trust agreement(s) and/or declaration(s) of trust of each such Trust as same may be constituted in its original form, as amended and as it may be subsequently amended.

c. (i) The Southern California Health and Welfare Trust is party to a Money-Follows-the-Man Agreement with the Northern California Laborers Health and Welfare Trust and other Laborers Health and Welfare Trusts, that permits employees whose home Trust is the Northern California Laborers Health and Welfare Trust or other participating Health and Welfare Trusts to have contributions paid to the Southern California Health and Welfare Trust transferred to those Trusts in accordance with, and subject to the terms of, the Money-Follows-the-Man Agreement. Pursuant to Section 5.2(a), above, all contributions for hours worked or paid must be made to the Southern California Health and Welfare Trust.

(ii) The Construction Laborers' Pension Trust Fund is party to a Money-Follows-the-Man Agreement with the Northern California Laborers Pension Trust, the San Diego Laborers Pension Trust and other participating Laborers Pension Trusts that permits employees whose home Trust is the Northern California Laborers Pension Trust, the San Diego Laborers Pension Trust or other participating Pension Trusts to have contributions paid to the Construction Laborers' Pension Trust transferred to those Trusts in accordance with, and subject to the terms of, the Money-Follows-the-Man Agreement. Pursuant to Section 5.2(a), above, all contributions for hours worked or paid must be made to the Construction Laborers' Pension Trust Fund.

d. With respect to the Southern California Health and Welfare Trust and Construction Laborers' Pension Trust Fund, the Contractor may make voluntary contributions on behalf of its employees above the rank of craft foreman in the amounts and manner to be determined by the trustees of the applicable Trust.

5.3 Copies of Trust Fund Reports: Copies of the monthly reports to each of the Trusts listed in this Article 5 shall be provided and mailed to the Union.

5.4 Records, Reports, Delinquency:

a. The Contractor shall maintain for a period not less than four (4) years all payroll and related records showing all payments to persons or firms for work of the nature covered by this Agreement, including the following records: all payroll records (including certified payroll records, electronic payroll records, and all records reflecting payments to trust funds other than the Laborer Trust Funds of Southern California, Federal W-2 Forms, Forms 1099 and 1096, Quarterly State Tax returns, and time cards), all cash disbursement ledgers, and all canceled checks, check registers, invoices and bank checking account statements. The Contractor shall make available such records for audit by the Trust Funds representative upon written request.

b. The parties are aware of the Trust Funds' rules and regulations and related procedures, including provisions relating to liquidated damages and delinquency collection, and agree to be bound thereby as the same may be originally constituted, as amended and as they may be subsequently amended.

c. For the purposes of this Agreement, delinquency in failure to make the required reports and contributions to the Trust Funds as determined by the Trustees, shall consist of the following:

- (i) Failure to submit trust report forms Completely filled out and executed.
- (ii) Failure to report on all employees.
- (iii) Failure to make the payments as required on time.
- (iv) Failure to pay audit amounts and audit fees and other costs and damages as determined by the Trust.
- (v) Failure of the bank to honor checks submitted.
- (vi) Failure to pay monies due.
- (vii) Failure to submit to an audit.

The Trust Funds may exercise discretion in determining the materiality of a technical delinquency and may refrain from publishing to third parties that an employer committing only such a violation is delinquent. When the Trust Funds are asked by third parties or by a Contractor the status of that Contractor, the Trust Funds shall respond promptly to facilitate the Contractor's ability to address any problems quickly and to enable to Contractor to obtain prompt payment from its clients.

5.5 LIUNA Political Action Committee:

a. Subject to the following conditions, the Contractor agrees that it shall, if it is furnished with its employee's written authorization to do so, deduct the sum authorized by the employee as the amount owing for contribution to the Laborers International Union of North America Political Action Committee (LIUNA PAC) , or other Political Action Committee from the amounts required to be paid to the Vacation Trust Fund pursuant to Appendix A hereto for

each employee for each hour worked or paid for in each payroll period. In implementing the foregoing, the parties have heretofore established the Laborers Vacation Dues Reconciliation Trust (hereinafter "Dues Trust") and they hereby designate the Dues Trust as agent for the purpose of receiving and holding written authorization for, and for receiving, holding, allocating and distributing moneys designated by employees as political contributions.

b. Said contributions shall be transmitted to the Dues Trust concurrently with, but not as a part of, the employer's monthly vacation contributions with respect to his employees covered by this Agreement to the Construction Laborers Vacation Trust for Southern California. All sums deducted by the employers as contributions pursuant to the provisions of this Section shall, from the instant of their deduction, be considered, contributions to LIUNA PAC or other designated Political Action Committee. Prior to deposit in the separate bank accounts of the Dues Trust, on the one hand, and the Vacation Trust Fund, on the other, the bank shall separate the political contributions and deposit such sums in the account of the appropriate Trust referred to in this Section. The Union shall bear the entire responsibility for furnishing the written contribution authorization. All costs incidental to receipt, administration and remittance to the LIUNA PAC or other Political Action Committee shall be paid from the political contributions made into the Dues Trust or, at the Union's election, paid by the Union; and the Contractor shall not, by virtue of this provision, incur any additional cost. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement.

5.6 Fund for Construction Industry Advancement:

a. The Parties to this Agreement recognize that to protect and expand the interests of the Construction Industry, to be aware of modes and methods of improving the efficiency of the industry and to protect the industry from harmful legislation whose impact is detrimental to both the employees and the Contractor and without regard to whether such employees are employed by members of Contractor the individual employer will contribute, as of January 1, 2008, the sum set forth in Appendix A on an hourly basis for all hours worked or paid for by all employees employed under the terms of this Agreement to the Fund for Construction Industry Advancement, an employer established and administered Trust formed and created for this purpose and the individual employer hereby adopts and agrees to be bound by the terms of that certain Trust Agreement establishing the Fund for Construction Industry Advancement, and further agrees to observe and be bound by the actions and determinations of the Board of Trustees of said Trust.

b. The Fund for Construction Industry Advancement shall be used only for the purpose set forth in paragraph a and shall not be used for anti-labor or anti-employee purposes.

5.7 Contract Administration Fund:

a. A trust fund entitled "The Contract Administration Trust Fund for Southern California" shall be used only to provide compensation to the Contractors for negotiations and administration of the provisions of this Agreement, including Article VI, for the Industry. Each

contractor shall contribute, as of January 1, 2008, into the Contract Administration Trust Fund the sum set forth in Appendix A on an hourly basis for all hours worked or paid for by all employees employed under this Agreement. The trust fund shall be administered solely by Trustees selected by the contractors in accordance with a trust agreement to be executed by the contractors. The Union shall have the right, not more than one (1) time per year, to independently audit the Trust fund.

b. The Contractor approves and consents to the appointment of the Trustees designated pursuant to the declaration of Trust establishing the Contract Administration Trust fund for Southern California and further ratifies, confirms and consents to all acts as heretofore taken in the creation and administration of said Trust by its Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

VI. HIRING

6.1 Current Employees: The Contractor may, in its sole discretion, continue to employ persons who have previously worked for it or who are currently working for it at the time of execution of the agreement. Such employees are subject to article IV.

6.2 New Employees:

a. The Contractor shall notify the Union of the need for additional employees. The Union shall have twenty-four (24) hours within which to supply the Contractor's requirements. The Union will not refer any person who does not possess Laborers' training certification or training certification from the National Asbestos Council. If the Union knows that no workers are available, the Union shall immediately notify the Contractor, who may then hire from any source. All requests by the Contractor for new or additional employees, including requests for the dispatch of a worker by name and paper work requests, shall be in writing including the location of the project, number of workers needed, and approximate duration of the project.

b. The Union shall not dispatch workers or permit employees to work for a person, firm, limited liability company, partnership, joint venture or other legal entity who, as a "broker", or subcontractor, furnishes workers to perform work covered by this agreement, or who arranges for workers to be placed upon the payroll of a Contractor. A "broker" is a person, firm, limited liability company, partnership, joint venture or other legal entity, including a Contractor or Subcontractor, who hires or arranges for the hire of jobsite employees but does not supervise or control their work or maintain the equipment they use.

6.3 Qualification and Free Transfer of Employees:

a. The Contractor shall be the sole judge of the qualifications of its employees, and shall have discretion to hire or not to hire any applicants for employment, so long as the refusal to hire is not based upon the applicant's membership in, or referral from, the Union.

b. The Contractor shall have freedom of transfer of employees within the geographical area of this Agreement.

c. Whenever the Contractor transfers employees out of the geographical area of this Agreement, to an area where the Contractor is not signatory to a Laborers' Agreement covering the work covered herein, the Contractor shall contribute to the Trust Funds mentioned in this Agreement for all hours worked by or paid to such employees for work covered herein for the duration of the job for which they were transferred.

6.4 Notification to the Union: If the Contractor hires an employee from a source other than the Union as provided in Section 6.1, the Contractor shall notify the Union in writing of the *employee's* name, social security number, date of hire, and job classification.

6.5 Discharged Employees:

a. Any employee discharged by the Contractor, whether such discharge was with or without cause as defined herein, shall not be referred again to the Contractor by the Union, provided that the Contractor notifies the Union in writing of its desire not to hire the employee.

b. In addition to the above, the Contractor and Union agree that employees shall be subject to this Section, which shall be known as the Laborers' Code of Conduct. Nothing in this Section 6.5(b) shall diminish the Contractor's rights under Section 6.5(a) or any other provision of this Agreement governing the Contractor's right to terminate employees' employment.

(i) Should any employee referred for employment hereunder be terminated "for cause" as defined under this Section 6.5(b), his or her referral privileges shall be suspended automatically for one (1) month. Should the same employee be terminated "for cause" a second time within a twenty-four (24) month period, his or her referral privileges shall be suspended automatically for six (6) months. Should the same employee be terminated "for cause" a third time within a twenty-four (24) month period, his or her privileges shall be suspended indefinitely (time period begins from the date of the first termination). A termination "for cause" under this section 6.5(b) is defined to include a termination for excessive absenteeism, excessive tardiness, lack of required skills, insubordination or theft.

(ii) A termination shall not be considered as "for cause" for purposes of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination unless and until the grievance is resolved in a manner that affirms the termination for cause; provided, however, that nothing in this section 6.5(b) shall expand the contractual bases for a challenge to a Contractor's termination decision under the grievance and arbitration procedure of this Agreement. For the purpose of this provision, a decision of the designated board of adjustment or arbitrator shall be final and binding.

(iii) The provisions of subsections (i) and (ii) notwithstanding, a Review Committee, composed of three members appointed by the Business Manager of the Southern California District Council of Laborers may, upon request of the applicant for referral, vacate or

reduce the period of suspension. A request under this provision shall stay the commencement of the suspension from referral unless and until the Review Committee decides otherwise. The Review Committee's decision will be by majority vote and shall be based on all available evidence including, as appropriate, the circumstances of the termination, skill evaluations by third parties, the availability and need for additional training and such other factors as may be relevant. The Review Committee's decision shall rest in its sole and complete discretion.

(iv) The decision of the Review Committee will affect only the issue of eligibility for future referrals, and will not affect the termination unless all parties expressly consent to have that issue considered by the Review Committee.

(v) If dissatisfied with the decision of the Review Committee, the applicant for referral may appeal the Review Committee's decision to an Independent Review Officer designated by and whose cost shall be paid by the International Union. The Independent Review Officer shall establish a procedure of expedited and prompt review of such appeals. Any appeal to the Independent Review Officer shall be filed by the applicant for referral in writing within five (5) calendar days of the time he/she has been notified of Review Committee decision and shall contain a brief statement of issue(s). The decision of the Independent Review Officer shall be final and binding. A request for review under this provision does not affect the commencement or continuation of the suspension from referral unless and until the Independent Review Officer decides otherwise.

6.6 Training: The Contractor has the right to designate persons to be sent to training through the Laborers' Training Center. Such training will be done with a reasonable time. Forty (40) hours under this Agreement is required for AHERA training.

6.7 Foreman: The Contractor shall employ at least one (1) foreman for each twelve (12) asbestos and lead abatement workers employed. This ratio may be expanded upon the agreement of the Union and the Contractor for a specific project. As used in this agreement, the term "Foreman" shall include persons classified by the Contractor as "Asbestos Supervisors" if the person uses the tools of the trade or performs any work covered by this Agreement. Foremen shall be paid no less than \$1.50 per hour more than the asbestos and lead abatement worker rate set forth in Appendix A. No individual foreman shall have his/her current hourly wage rate reduced as a result of this Section 6.7.

6.8 Leadman: The employer may employ a leadman who will work under the supervision of the foreman.

VII. HOURS AND OVERTIME

7.1 Hours and Days of Employment:

a. The Contractor shall establish the hours of work per day and the days of work per week, either shifts of four days of ten hours per day or five days of eight hours per day in any one week, for which the employee shall receive straight time wages. Once established, the days and

type of work week shall not be changed until the Contractor has notified the Union in writing. The newly changed work week may not begin until at least seven days after the start of the previous workweek. This section does not guarantee any specific number of hours per day or week.

b. In the event due to inclement weather or similar Act of God, or a situation beyond the Contractor's control, it is not reasonably possible to complete forty (40) hours of work in a work week on either an eight (8) hour day shift or ten (10) hour day shift, Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight time rate. No employee will be terminated for refusing to work on Saturday at a straight time rate.

7.2 Overtime: All time worked in excess of eight (8) hours in a day in a five (5) day work week, or in excess of ten (10) hours in a day in a four (4) day work week shall be paid at the applicable overtime rate. Except as otherwise provided in Section 7.1(b), all work performed on Saturdays, Sundays and Holidays shall be paid at the applicable overtime rate.

7.3 Overtime Rate: Sundays and Holidays shall be paid at a double time rate. In all other circumstances, the overtime rate shall be paid at one and one-half (1 ½) times the regular rate of pay.

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 least 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 so two full working days prior to such layoff or discharge. The Contractor or his representative will meet with the representative of the Union during this two day period to attempt to resolve the matter. The craft job steward shall not be discharged or laid off for the performance of his agreed upon duties when performed in accordance with this Section 9.2 or without just cause.

c. To promote harmony between the Union and the Contractor, the craft job steward shall be limited to, and shall not exceed, the following duties and activities:

i. Check the job referral of each employee dispatched under the terms of this Agreement to the Contractor;

ii. Work with the Contractor's designated representative in charge of the job in an attempt to resolve disputes prior to the application of the grievance procedure;

iii. Report to the Contractor's designated representative any employee covered by this Agreement who works for less than the negotiated wage scale, for less than the overtime rate or who goes to work without a referral;

iv. Report to the Contractor's designated representative any work belonging to the Union's craft being done by non-dispatched men or workers of another craft;

v. Report to his Business Representative infractions of the Agreement which have not been resolved between the steward and the Contractor;

vi. Make a complete job check during working hours no more often than once per week;

vii. Report to the Union's Business Representative any employee covered by this Agreement who leaves the jobsite without giving the Contractor and the craft job steward prior notice;

viii. Report any reckless or unsafe employee covered by this Agreement on the jobsite to the Contractor's designated representative or the Union's Business Representative.

ix. The craft job steward shall NOT:

A. Stop the Contractor's work for any reason;

B. Tell any worker or employee covered by this Agreement that the worker cannot work on the job; or

C. Initiate any physical altercation with any person on the jobsite.

x. Infraction of the rules in subparagraph ix shall be cause for immediate dismissal of the craft job steward without any prior notice and this shall be the exclusive remedy for a violation of this section.

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 Contractor, 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.

13.2 All candidates referred from the Unions hiring hall must report to the Contractor's office before reporting to the jobsite in order to complete manual paperwork.

13.3 Failure to comply with provisions of this article will result in discharge.

XIV. GRIEVANCE PROCEDURE

14.1 **Definition:** A grievance is a claim by either party or by an employee that there has been a violation of this Agreement.

14.2 **Time Limits:** A grievance must be brought to the attention of the Contractor or Union within fifteen (15) calendar days of its occurrence or, in the case of a discharge only, 7 calendar days. Failure to comply with procedural time limits will result in matter being deemed resolved.

14.3 **Procedure:** An employee who cannot resolve a grievance with the Contractor shall submit the grievance to the Business Representative, who shall attempt to resolve it with the Contractor. The Contractor shall attempt to resolve its grievances with the Business Representative.

14.3.1 If no resolution is reached within five (5) days of the date the Business Representative submitted the grievance to the Contractor or the Contractor submitted the grievance to the Union, the grievance shall be reduced to writing and the parties shall meet to discuss the written grievance within three (3) workdays of the submission of the writing.

14.3.2 If said grievance or dispute is not satisfactorily adjusted by the Local Union or otherwise authorized Union Representative and the individual Contractor or his representative and the Contractor is a member of a multi-employer association party to this Agreement and has assigned its bargaining rights to that association, the matter may be submitted by either party to a board of adjustment created for the settlement of such disputes; if said grievance or dispute is not satisfactorily adjusted by the Local Union or otherwise authorized Union representative and the individual Contractor or his representative and the Contractor is not a member of a multi-employer association party to this Agreement and/or the Contractor has not assigned its bargaining rights to that association, either party may declare the matter to be at a deadlock and refer it to arbitration through the process set forth in Section 14.3.4.

14.3.3 The board of adjustment shall be composed to two (2) members named by the Union and two (2) members named by the Contractor.

14.3.4 **In case of a deadlock:** The grieving party may write for a list of seven (7) arbitrators to the Federal Mediation and Conciliation Service or the American Arbitration Association. The party against whom the grievance was filed shall strike the name of an arbitrator from the list, and the parties shall thereafter strike alternately until the name of one (1) person remains, which shall be the arbitrator. The expenses of the arbitrator shall be borne equally by both parties.

XV. RESPIRATORS

15.1 The Contractor will provide each employee with one (1) respirator. If the respirator is lost, the employee will be required to pay the Contractor the Contractor's cost for the lost equipment. Upon termination of employment, such respirator shall be returned in the same condition as received, normal wear and tear excepted. Upon termination of employment, if the respirator is not returned in the same condition as given, normal wear and tear excepted, the Contractor's cost of the 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.

XVIII. 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 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.

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), or the Director of the California Division of Industrial Relations, or a County, City or other public entity and the established prevailing wage rate, including vacation contributions, is lower by no more than fifteen percent (15%) on residential or housing work, or by no more than ten percent (10%) on any other type of work, than the hourly wage rate (excluding fringe benefits) in this Agreement, the published hourly wage rate, including vacation contributions, at the time of the bid shall apply to the job for the duration of the job or project, but in no event to exceed an eighteen (18) month period.

b. In the event such a job or project extends beyond eighteen (18) months, the wage rates, including vacation contributions, shall be increased thereafter to maintain the appropriate maximum fifteen percent (15%) or ten percent (10%) differential under the then current Laborers Asbestos Agreement for Southern California.

22.2 Should the predetermined wage rate and the rate in this Agreement on such a public job or project be the same, it is agreed that the rate shall be in effect for an eighteen (18) month period. On work that extends beyond eighteen (18) months, the then current Laborers Asbestos Agreement for Southern California shall apply.

XXIII. TERM, TERMINATION AND RENEWAL

23.1 The term of this Agreement is January 1, 2013, to December 31, 2015, 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, 2015, or sixty (60) days prior to any subsequent anniversary of this Agreement, of a desire to terminate or renegotiate the Agreement.

Executed on this ____ day of _____ 20__.

Contractor:

CONTRACTOR:

ADDRESS:

AUTHORIZED REPRESENTATIVE
OF EMPLOYER:

Name

Signature

Dated: _____

Union:

Southern California District Council of
Laborers

By: _____

Dated: _____

Laborers International Union of North
America, Local Union 300

By: _____

Dated: _____

**Asbestos Abatement
Appendix A**

Minimum Hourly Wage Rates and Fringes

Effective January 1, 2013 to December 31, 2015

Asbestos and Lead Abatement

Year	Wage Rate	Health and Welfare	Pension	Vacation /Supp. Dues*	Training	CCC	CAF	FCIA
2013	\$27.35	\$6.47	\$5.50	\$3.90	\$0.66	\$0.25	\$0.07	\$0.02

* \$1.58 supplemental dues

Subsistence - \$45 per day for travel of 75 miles or more/150 miles round trip.

Future Increases**

2014	\$1.25
2015	\$1.75

** To be allocated by the Union to (1) Hourly wage rate; (2) Health and Welfare; (3) Pension; (4) Vacation; (5) Training and Retraining; (6) Supplemental Dues; (7) Center for Contract Compliance; or (8) Any combination thereof.

Foremen

Foremen are to be paid a wage rate \$1.50 per hour more than the asbestos and lead abatement worker hourly wage rate.

Laborers Asbestos Agreement

Appendix B

Laborers' Trusts Administrative Trust Fund:

Effective as of the date of execution and retroactive to January 1, 2012, Contractors covered by the terms of the Laborers Asbestos Agreement approve and consent to the appointment of the Trustees designated by the Laborers' Trusts Administrative Trust Agreement for Southern California and further ratify, confirm and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

The primary purpose of the Administrative Trust Fund shall be to pay operating costs of the Vacation Trust Fund that cannot be paid from interest revenue, forfeitures, and payments and income other than actual hourly contributions to the Vacation Trust Fund for hours worked or paid (referred to as "Operating Cost Shortfall"). If the auditor for the Vacation Trust Fund certifies that the Administrative Trust Fund has sufficient assets to pay the Operating Cost Shortfall for at least 24 months, the excess assets of the Administrative Trust Fund shall be used to pay administrative expenses of the Health & Welfare Trust Fund or Pension Trust Fund; or the Union, upon 30 days written notice to the Associations, may reallocate future contributions to the Administrative Trust Fund, to the Health & Welfare Trust Fund or Pension Trust Fund.

Union:

Contractor:

Southern California District Council of
Laborers

Contractor

By _____

Date _____

Address:

Laborers International Union of North
America, Local 300

By _____

Date _____

Date _____