STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

SCOPE OF WORK PROVISION

FOR

ASBESTOS REMOVAL WORKER (LABORER)

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

102-67-1

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LABORERS' ASBESTOS REMOVAL AGREEMENT

THIS AGREEMENT, entered into this 1st day of Dec, 2000, by and between ENVIRONMENTAL MANAGEMENT EMPLOYERS' ASSOCIATION, hereinafter referred to as the "Employer" and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS (affiliated with the Laborers' International Union of North America) and its affiliated LOCAL UNION NO. 67, hereinafter referred to as the "Unions."

1. RECOGNITION

1.1 The Employer recognizes the Unions as the duly authorized, sole and exclusive collective bargaining representative of all employees of the Employer over whom the Unions have jurisdiction in the area of the work covered by this Agreement.

2. COVERAGE

2.1 **Geographical Coverage.** This Agreement shall apply to Northern California, which term means that portion of the State of California above the Northerly boundary of Kern County, the Northerly boundary of San Luis Obispo County, and the Westerly boundaries of Inyo and Mono Counties, which includes the following counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

2.2 **Work Coverage.** The work covered by this Agreement is site mobilization, initial site cleanup, site preparation, removal of asbestos-containing materials, mold & associated work, encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery, scaffolding, fabrication of temporary wooden barriers, assembly of decontamination stations, and any other tasks which the Employer may direct in connection with this work. Any subcontracting of covered work will provide that the subcontractor becomes signatory to this Agreement.

2.3 **Employee Coverage.** All Asbestos Removal Specialists and asbestos removal workers of the Employer within the geographical area of this Agreement.

2.4 **Exclusions.** This Agreement shall not cover supervisors, guards, clerical, managerial, technical, or professional employees of the Employer.

RECEIVED
Department of Industrial Relations

JAN 29 2001

Div. of Labor Statistics & Research
Chief's Office

TO MARIA

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Northern California District Council of Laborers

Affiliated with the Laborers' International Union of North America, American Federation of Labor-CIO, and Building & Metal Trade Departments
220 CAMPUS LANE, SUITE 250, SUISUN, CALIFORNIA 94585-1498 • Phone (707) 863-9700 • Fax (707) 863-0800

April 25, 2002

HAND DELIVERED BY CHUCK CAKE

Mr. Chuck Cake, Chief Deputy Director
Department of Industrial Relations
770 "L" Street, Suite 1160
Sacramento, CA 95814

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Department of Industrial Relations
OCT 02 2002 GPC
Div. of Labor Statistics & Research
Chief's Office

RE: ASBESTOS REMOVAL WORKER (LABORER)

Dear Mr. Cake:

Please accept this as an advisory letter to clarify the intent of the Agreement and subsequent wage determination for the Asbestos Removal Worker (Laborer).

As you know, the "Steps" as listed under the Asbestos Removal Worker classification have hourly increments listed in conjunction with the pay scale. We would like to clarify that "hours", otherwise known as experience, is for time worked in the industry, not on a specific project or with a single contractor.

Therefore, workers experienced in the Asbestos Removal Worker classification should be paid based on the total hours worked in the industry on all projects in that classification. We ask that you update the wage determination by adding a footnote speaking to this issue.

Thank you for your assistance. If you should have any questions, please do not hesitate to contact our office.

Sincerely,

José A. Moreno
Business Manager
N.C.D.C.L.

George Fischer
Executive Director
E.M.E.A.

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opeiu29(afl-cio)