STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *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 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

AC+S, Inc.

APR 16 2001

Southern California District Council Of Laborers

102-882-1

RECEIVED
Department of Industrial Relations

SEP 12 2001

Div. of Labor Statistics & Research
Chief's Office

Local Union No. 882

Collective Bargaining Agreement

Laborer's Asbestos Agreement

This Agreement entered into this 11th day of April 2001, by and between ACand S, Inc. (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. 882 (hereinafter referred to as the "Union").

I. RECOGNITION

1.1 The contractor recognizes the union as the exclusive collective bargaining representative of all employees of the contractor over whom the union has jurisdiction except supervision, guards, clerical, managerial, technical and or professional employees; and upon being presented with evidence that a majority of the employer's employees have signed an authorization to have the union represent them, the employer shall execute an acknowledgement to that effect.

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 Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, and the Channel Island Monument).

2.2 **Work Coverage:** The work covered by this agreement is asbestos and toxic waste abatement, 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.

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