STATE OF CALIFORNIA
Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

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

SCOPE OF WORK PROVISIONS

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

LABORERS' ASBESTOS AND LEAD REMOVAL AGREEMENT

THIS AGREEMENT, entered into this 1st Day of December, 2005, by and between The Association of Environmental Contractors and its respective members, hereinafter referred to as "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 "Union."

ARTICLE I
Recognition

1. The Employer and each employer recognizes the Union 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.

ARTICLE II
Coverage

2. **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.

2.1 **Work Coverage.** The work covered by this Agreement is site mobilization, initial site cleanup, site preparation, shrink wrap, and work or removal of materials that have a potential to create hazardous exposure, as determined by job specification and/or state, federal or safety regulations. The work covered by this agreement includes asbestos; lead containing materials; mold; associated work; work requiring personal protection equipment ("PPE") and engineering controls; and any other tasks which the employer may direct in connection with this work. This work may be performed by hand, equipment or machinery and includes the erection of scaffolding, the fabrication of temporary wooden barriers and the assembly of decontamination stations. Any subcontracting of covered work will provide that the subcontractor becomes signatory to this Agreement.

2.2 **Employee Coverage.** All asbestos and lead removal workers of the employer within the geographical area of this Agreement.

A.E.C.
ASSOCIATION OF ENVIRONMENTAL CONTRACTORS

August 22, 2007

Ms. Maria Robbins
Department of Industrial Relations
Prevailing Wage Unit
Division of Labor Statistics & Research
P.O. Box 420603
San Francisco, California 94142

Re: Northern California Laborers Asbestos and Lead Paint Removal Agreement Specialist II classification clarification

Dear Ms. Robbins:

I am in receipt of the facsimile dated August 16, 2007 from David Mar, wherein a decision was made that the Asbestos Removal Specialist II would be removed from the general prevailing wage determination (NC-102-67-1-2007-2). Your decision is based on a letter sent to your office dated July 20, 2007 (see attached), which stated, "A Specialist II is an employee who works in a supervisory capacity as a foreman."

I am writing this letter to further clarify the intent of the bargaining parties with respect to the Specialist II classification. The Specialist II classification was not intended nor is a superintendent, foreman or non-working employee. Rather, an Asbestos and Lead Worker Specialist II is a working employee fully within the scope California Labor Code Section 1723. This employee is a lead worker who has achieved the necessary skill, training and hours necessary to perform advanced asbestos and lead removal duties on individual jobsites. These duties may include, but are not limited to, working with the tools of the trade; coordination of workers, activities and other asbestos and lead removal activities as needed; blue print reading and interpretation at the jobsite level; and identifying existing and predictable hazards and taking corrective measures to eliminate those hazards (OSHA "Competent Person").

In reviewing our initial letter and description of a Specialist II, we recognize that our description of this classification was unclear. We apologize for the inconvenience and hope that you will rescind your letter based on this further clarification.

If you have any questions or need additional information, please do not hesitate to contact me. Thank you.

Sincerely,

Richard Cleveland
Association of Environmental Contractors

Cedric Porter
Northern California District Council of Laborers

cc: David Mar, Division of Labor Statistics and Research
Fax: (415) 703-4771

3800 Watt Avenue, Suite 215, Sacramento, CA 95821-2673 / (916) 978-8506 / Fax (916) 978-8505
1646 N. California Blvd., Suite 500, Walnut Creek, CA 94596 / (925) 930-0014 / Fax (925) 930-9014

4780 Chabot Drive, Suite 200, Pleasanton, CA 94588
925.469.6800 • 925.469.6900 fax

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

Fax

To: Alicia/DIR Prevailing Wage Department *From:* Cedric Porter

Fax: 415-703-4771 *Pages:* 1

Re: Laborers' Scope of Work for Lead Removal *Date:* January 26, 2006

cc:

☐ *Urgent* ☐ *For Review* ☐ *Please Comment* ☐ *Please Reply* ☐ *As Requested* ☐ *As Discussed*

Comments: The scope of work "Lead Removal" as described in the Laborers' Asbestos and Lead Agreement is completely different from the Painters lead description.

The Laborers' "Lead Removal" scope of work covers: "the **removal and abatement** of any construction materials which contain lead **as prescribed in state regulations,**" prior to demolition or reconstruction. Removal and abatement are not an incidental function for the Painter.

The Painter's limitation on lead contaminated surfaces is work described as the sealing and preparation of surfaces for painting.

If you have any further questions about the Laborers' scope of work, please do not hesitate to call.

RECEIVED
Department of Industrial Relations
JAN 26 2006
Div. of Labor Statistics & Research
Chief's Office

CONFIDENTIALITY NOTE
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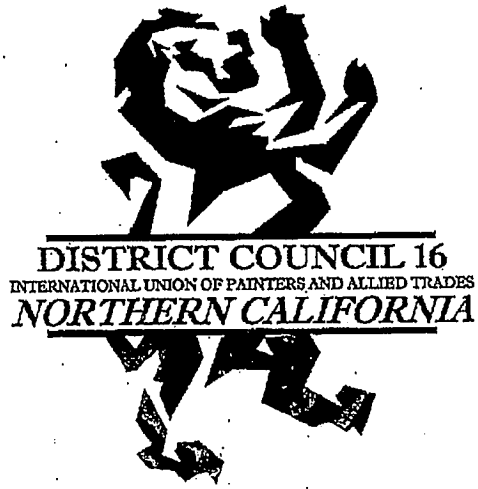
GENE MASSEY
BUSINESS MANAGER/SECRETARY-TREASURER

2705 Constitution Drive, Livermore CA 94551
Phone (925) 245-1080 FAX (925) 245-1084



Fax

To:	Alicia Petalver	From: Doug Christopher	
Fax:	415-703-4771	Pages: (INC. COVER) 2	RECEIVED Department of Industrial Relations
Phone:		Date: 2/8/06	FEB 08 2006
Re:	Laborers' Scope of Work Agreement	CC:	Div. of Labor Statistics & Research Chief's Office

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Per your fax request dated Jan. 27, 2006...

The content of the Worker Lead Abatement curriculum approved by the Department of Health Services of the State of California is deliberately one dimensional across the Trades. It addresses the Policies, Guidelines and Procedures for the safe removal and handling of Lead-based paint and the surfaces it occupies.

Individual Trades then take those Policies, Guidelines and Procedures and employ them within the context of the work that specific trade performs.

The Painter is a Finish Artisan not a Demolitionist.

To compare the functional work description of a Laborer and a Journey Level Painter is disingenuous.

The Laborer performs tasks, as described in their own Lead Removal description as: "Removal and Abatement of construction materials" as in demolition and clean up; not remodeling or rehabilitation of existing surfaces which remain in place.

February 8, 2006

A Painter's task is not to "abate" demolitioned cabinets, doors, windows and walls by putting them into the appropriate plastic bag; any more than it is the job of a Laborer to remove lead-based paint from any surface. "Paint" is the venue of the Painter; and "Labor" is the venue of the Laborer.

The Painter prepares those same surfaces, preserving them in place, to receive new Color and Materials having mechanically or chemically removed the offending Lead-based paint, replacing it with compliant materials.

It is correct to say that removal and abatement, within the context of demolition as performed by a Laborer, are not an incidental function of the Painter.

To be precise, the removal of lead-based paint, preserving the surface material, and applying a new coat of environmentally compliant material without destroying that surface is an elementary function of the painter.

TO MARIA

102-67-1

DOYLE S. RADFORD, *President* BILL SMITH, *Vice President* JAMES M. HOMER, *Sec./Treas.* JOSE A. MORENO, *Business Manager*

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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

RECEIVED
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.

JAM:tee
opeiu29(afl-cio)

9

Memorandum of Understanding
Between
The Laborers' International Union of North America
And
The United Union of Roofers, Waterproofers and Allied Workers

In an effort to eliminate jurisdictional disputes in the Construction Industry, the Laborers' International Union of North America and the United Union of Roofers, Waterproofers and Allied Workers have agreed to the following:

- All removal of roofing materials on a roof deck where roofing material is to be re-applied is the work of the roofer. This is also to include any small repairs to the decking in preparation of laying the new roof.
- All removal of roofing materials on a roof deck where no new roofing material is to be applied is the work of Laborers.
- Demolition of roof decking is the work of Laborers.

It is understood that there shall be no stoppage of work by reason of any dispute concerning the work herein covered. In the event a dispute arises, the matter shall be referred to the offices of the two International Unions for resolution. This agreement shall serve as clarification of the 1993 correspondence.

Terence M. O'Sullivan
TERENCE M. O'SULLIVAN
Laborers' International Union of North America

09/08/03
DATE

John C. Martini
JOHN C. MARTINI
United Union of Roofers, Waterproofers And Allied Workers

09/08/03
DATE