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 WORKER, HAZARDOUS MATERIAL HANDLER MECHANIC

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN, MONO, 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.

STATE OF CALIFORNIA

Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

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

March 4, 2007

NOTICE REGARDING CORRECTION OF THE ADVISORY SCOPE OF WORK FOR THE NORTHERN CALIFORNIA *ASBESTOS WORKER, HAZARDOUS MATERIAL HANDLER MECHANIC* GENERAL PREVALING WAGE DETERMINATION

The following type work listed below, which is part of the ***Abatement Agreement between the International Association of Heat and Frost Insulators and Asbestos Workers Local 16 and the Northern California Chapter, Inc. Western Insulation Contractors Association and Individual Abatement Contractors,*** is not recognized by the Department of Industrial Relations in the February 22, 2007 issuance of the Northern California *Asbestos Worker, Hazardous Material Handler Mechanic*, determination **NC-3-16-3-2007-1**.

- Lead and Mold Abatement

This type of work **SHALL NOT** apply to the *Asbestos Worker, Hazardous Material Handler Mechanic* classification. The minimum rate of pay for this type of work shall be that of the appropriate construction crafts/classifications published in the Director's General Prevailing Wage Determinations.

3-16-3

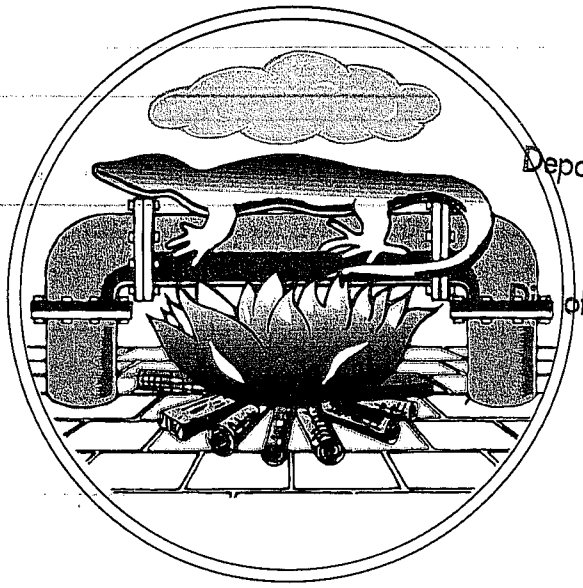
ABATEMENT AGREEMENT

between

The International Association of Heat and Frost Insulators and Asbestos Workers Local 16

and the

Northern California Chapter, Inc. Western Insulation Contractors Association and Individual Abatement Contractors



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Department of Industrial Relations
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of Labor Statistics & Research
Chief's Office

Effective May 1, 2006 through April 30, 2010

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Agreement between the Heat and Frost Insulators and Asbestos Workers Local 16

and the

Northern California Chapter, Inc. Western Insulation Contractors Association

This Agreement, made and entered into this 1st day of May 2006, by and between the International Association of Heat and Frost Insulators and Asbestos Workers Local Union 16, hereinafter referred to as the Union, and the Western Insulation Contractors Association, Northern California Chapter, Inc., hereinafter referred to as the Association, for and on behalf of the Individual Abatement Contractors who are its members and have authorized it to represent them, and such other Individual Abatement Contractors as may become signatory to this Agreement or any counterpart thereof, which Individual Abatement Contractors are hereinafter referred to as Individual Employers.

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Chief's Office

9. In order to protect and preserve, for the employees covered by this Agreement, all asbestos abatement work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows:

9.1 If and when an Individual Employer shall perform any on-site abatement work of the type covered by this Agreement in the geographical jurisdiction of the Local Union as specified in Section 8 of this Article, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Individual Employer, through its officers, directors, partners or stockholders exercise directly or indirectly management, control or ownership, the terms and conditions of this Agreement shall be applicable to all such work. This clause shall be applicable to job-site work as that term is used in the construction industry provision to Section 8(e) of the National Labor Relations Act and shall not apply to off-site work.

9.2 All charges of violations of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes. Neither the Union nor the Employer shall have the right to strike or lock-out in order to enforce the decision of an arbitration enforcing the provisions of this Section.

10. No Individual Employer, or officer, or Shareholder of a Corporate Individual Employer, or person in an unincorporated firm, except employees working for wages under the terms and conditions of this Agreement, shall use the tools of the trade, or personally perform any of the work covered by the Agreement, except for training purposes or emergencies. No active employee covered by this Agreement shall take off, estimate, sell, contract or sub-contract on any of the work covered by this Agreement.

Article III
Work Covered

11. This Agreement shall cover all asbestos, lead and mold abatement, including site preparation, mobilization, preparatory clean up work, lay down, bagging, and the removal or abatement of asbestos containing materials by hand or with equipment or machinery, scaffolding, fabrication of temporary wooden barriers, assembly of decontamination stations or any other task which is directed in connection with this work.

12. All such work of the Individual Employer which has normally and traditionally been performed at the job site by the employees covered by this Agreement shall continue to be performed at the job site by the employees covered by this Agreement.

13. In the event the Individual Employer engages in the application of insulation, including fire penetrations or grease ducts, within the jurisdiction of the Union, it shall do such work within the terms and conditions of the Agreement between Northern California Chapter, Western Insulation Contractors Association and Local 16 International Association of Heat and Frost Insulators and Asbestos Workers (Master Agreement).

14. The written instructions of the Individual Employer shall take precedence over specifications from architects and engineers, or any other source or authority, as to the work to be performed, materials to be used or applications of work. In the absence of written instructions from the Individual Employers, however, job specifications shall be followed. In no event shall any employee be required to violate any law or regulation of any administrative body, Federal, State, or Local.

15. In the event of a strike under the HFI Master Agreement, work covered by this Agreement shall continue uninterrupted, all Journeyman Mechanics and Apprentices covered under the HFI Master Agreement will continue to work under this Agreement. Journeyman Mechanics and Apprentices who work during a strike concerning the HFI Master Agreement shall be paid retroactively the applicable increased wage rate for work performed during the strike.

Article IV
Hiring Procedures

16. All employees shall be required, as a condition of their employment, to apply for and become members of and maintain membership in the Union, within eight (8) days following the beginning of their employment or the date of execution of this Agreement, whichever is later. Failure to pay initiation fees and dues shall result in the employee's termination within two (2) work days of the Union's request to the Employer.

17. The Individual Employer shall secure all employees for work covered by this Agreement through the employment office of the Union with an adequate lead time allowed. Dispatching shall occur between the hours of 8:00 a.m. to 3:00 p.m. Monday through Friday. In emergency cases, individuals may be dispatched other than at such dispatching hours. The Employer shall notify the Union of any lay-off, reduction in force, or termination of any of its abatement workers. At the end of the next pay period of their dismissal, the Employer shall provide the Union the name, address and telephone number (when available) of those former employees via fax or e-mail. The Union shall maintain a sufficiently large pool of competent, trained employees and shall supply the Employer's requirements within twenty-four (24) hours, exclusive of the day requested. In the event no workers are available, the Union shall, within twenty-four (24) hours, notify the Employer, who may then hire from any source. In that case, the Employer shall, within twenty-four (24) hours, notify the union of the name, address, and social security of the individual employed and the rate and classification of employment.

17.1 The Individual Employer may request manpower on the out of work list by name and/or classification regardless of the numerical order they are registered.

18. The Individual Employer shall be the sole judge of the number of employees required on any project and the work assigned under this Agreement to each employee, and shall have the discretion to either hire or not, any applicants for employment, so long as the refusal is not based on the applicant's membership in or referral from the Union. The Individual Employer may, in its sole discretion, continue to employ persons who have previously worked for or who are currently working for it and may assign such persons to any job site.