



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,
MARIPOSA, MENDOCINO, MERCED, MODOC, 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.

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
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March 4, 2011

**NOTICE REGARDING CORRECTION OF THE ADVISORY SCOPE OF WORK
FOR THE NORTHERN CALIFORNIA
ASBESTOS WORKER, HAZARDOUS MATERIAL HANDLER MECHANIC
GENERAL PREVAILING 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 Allied Workers Local 16 and the Northern California Abatement Contractors Association*, is not recognized by the Department of Industrial Relations in the February 22, 2011 issuance of the *Northern California Asbestos Worker, Hazardous Material Handler Mechanic*, determination **NC-3-16-3-2011-1**.

- 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.

ABATEMENT AGREEMENT

Between

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

and the

Northern California Abatement
Contractors Association

RECEIVED
Department of Industrial Relations

DEC 21 2010

Div. of Labor Statistics & Research
Chief's Office



Effective May 1, 2010 through April 30, 2014

**Agreement between the Heat and Frost Insulators
and Allied Workers Local 16**

and the

**Northern California Abatement
Contractors Association**

This Agreement, made and entered into this 1st day of May 2010, by and between the International Association of Heat and Frost Insulators and Allied Workers Local Union 16, hereinafter referred to as the Union, and the Northern California Abatement Contractors Association, 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.

The Abatement Industry Promotion Fund (Tax ID #94-3297310) will be doing business as (dba) Northern California Abatement Contractors Association (NCACA). Refer to Section 92.1

ARTICLE III
Work Covered

11. This Agreement shall cover all asbestos, lead and mold abatement, including site preparation, shrink-wrap, mobilization, preparatory cleanup 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 Allied 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.