

## INDEX

ARTICLE	TITLE	PAGE
I	Recognition	1
II	Coverage	1
III	Safety	2
IV	Union Security	3
V	Wages and Fringe Benefits	3-7
VI	Hiring	7-10
VII	Provisions of Gear	10
VIII	Higher Wages	10
IX	Hours and Overtime	11-12
X	Holidays	12
XI	General Working Conditions	12-13
XII	Union Visitation	13
XIII	Management Rights	13
XIV	No Strikes or Lockouts	13
XV	Working Conditions	14
XVI	Grievance Procedure	14-15
XVII	Jurisdictional Disputes	15-16
XVIII	Public Works	16
XIX	Severability	16
XX	Liability of Parties	16
XXI	Amendments	16-17
XXII	General	17
XXIII	Geographic and Market Area Monitoring	17
XXIV	Term of Agreement	17
	Appendix A1 Hourly Wage Rates and Fringes	19-20
	Appendix B Subsistence and Drive Time	21
	Unpublished Appendix A2 Letter of Understanding	

## INDEX

ARTICLE	TITLE	PAGE
.....	Unpublished Appendix A3 Letter of Understanding .....	
.....	Unpublished Letter of Understanding: Prevailing Wage Determination .....	
.....	Unpublished Letter of Understanding: Rest Periods .....	
.....	Unpublished Letter of Understanding: Workers' Compensation Addendum .....	
.....	Unpublished Letter of Understanding: Emergency Response Work .....	

## LABORERS' ASBESTOS AND LEAD REMOVAL AGREEMENT

THIS AGREEMENT is entered into this 30<sup>th</sup> Day of November, 2022, 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 Individual Employer recognizes the Union as the duly authorized, sole and exclusive collective bargaining representative of all employees of the Individual 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 Individual 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.
  - 2.2 **Subcontractors.** If an Individual Employer shall subcontract work herein defined, such Subcontract shall state that such Subcontractor agrees to be bound by and comply with the terms and provisions of this Agreement. The Individual Employer will give written notice to the Union of any subcontracting involving the performance of work covered by this Agreement no later than the first day on which the subcontractor has workers employed on the job, and shall specify the name and address of the Subcontractor.
  - 2.3 **Employee Coverage.** All asbestos, mold, and lead removal laborers of the Individual 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 Individual Employer.

**ARTICLE III**  
**Safety**

3. **General Principles.** The safety and well-being of the employees are the primary concern of the parties and the Individual Employer shall not permit the employees to be placed in unsafe conditions without adequate protective gear, instruction and supervision.

Adequate first-aid equipment shall be maintained and provision shall be made for the safety of employees covered by this Agreement on each job by each Individual Employer. Each Individual Employer shall arrange for adequate and prompt transportation to a hospital or doctor for any employee who is injured on the job and may require doctor's care or hospitalization or both. Each Individual Employer must post the name and address of its doctor and of the Worker's Compensation Insurance carrier on the job site.

No employee shall be discharged for refusing to work under conditions injurious to his health or safety as determined under any rule or regulation of the United States or State of California or any political subdivision. Such determination shall be made by a responsible agent of the State of California OSHA or any of its political subdivisions, or by a safety inspector from the applicable insurance carrier.

Employees who as a direct result of an on-the-job industrial injury are unable to complete a full day of work shall nevertheless be paid for the full day on which such injury occurred; provided, however, that said injury requires the attention of a licensed physician.

The Local Union shall be notified within one day (twenty-four hours) of any industrial injury which results in death or requires hospitalization.

- 3.1. **Training.** The Union shall ensure that workers are properly trained and meet all certification requirements. The Union shall provide properly trained workers and ensure that these workers meet all certification requirements prior to dispatch to the Individual Employer.

If the Union cannot meet the Individual Employer's staffing needs within 24 hours of the Individual Employer's request to the Union and the Individual Employer hires from another source, the Union shall offer employees hired off the bank, who have current training and asbestos medical surveillance a reduced Initiation Fee plus two months dues. The Union will not train non-members of the Union. The Union shall be directly responsible for collecting Initiation Fees and Dues from the employee within a specified time period agreed upon between the employee and the Union. In addition, the Union shall provide the Individual Employer with current up-to-date medical certificates prior to or at the time of dispatch to the Individual Employer, which dispatch will be not more than forty-eight (48) hours after said employees register for employment from the Union's Hiring Hall.

If the Union is unable to provide employee training upon three (3) days advance notice from the Individual Employer, the Union agrees to outsource training to an approved third party provider and provide said training at the Individual Employer's office or yard location.

- 3.2 **Compliance with laws, regulations and standards.** The Individual Employer shall comply with all applicable Federal, State and Local laws and regulations.

**ARTICLE IV  
Union Security**

4. **Union Membership.** 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/or dues shall result in the employee's termination within two (2) work days of the Union's request to the Individual Employer.
- 4.1 **Foremen.** When the Individual Employer determines that a foreman is required to supervise a crew of Laborers, he/she shall be or become a member of the Union.
- 4.2 **Dues Check-off.** The Individual Employer shall have the option of offering a dues check-off system whereby the Individual Employer agrees to deduct from the pay of employee and remit the appropriate monthly dues authorized by the employee, pursuant to a voluntary, written authorization.

**ARTICLE V  
Wages and Fringe Benefits**

5. **Wages.** Wages and fringe benefits will be paid in accordance with the attached Appendix A1.

Each employee shall be paid wages in full each week before or at quitting time on the Individual Employer's regular payday unless specific arrangements to the contrary are made in writing between the Individual Employer and appropriate Local Office of the Union. Employees who quit or are laid off or discharged shall be paid in accordance with the laws of the State of California.

Any dispute regarding waiting time penalties shall be subject to the Grievance Procedures in this Agreement with not more than eight (8) hours pay at the straight time rate charged for any calendar day with a maximum of ten (10) days provided, however, that where the non-payment or delayed payment is willful, repeated, or intentional, the Board of Adjustment may award up to thirty (30) days' waiting penalties.

Each employee shall be given a statement with the Individual Employer's name and address, itemizing the employee's gross amount earned, hours worked, hourly rate of pay, Social Security tax, withholding tax, vacation/holiday/dues supplement and all other deductions, in accordance with State and Federal Law.

Individual Employers may pay employees utilizing the electronic direct deposit of wages or a debit pay card as provided under California law. Payment by direct deposit or a debit pay card shall be at the employee's option and not as a condition of employment. Employees shall not incur any transaction fees or lost or stolen card fees for the utilization of a debit pay card.

- 5.1.1 **Wage and Fringe Benefit Increases.** It is agreed that effective March 4, 2023, the newly established Asbestos/Mold/Lead Laborer classification will have an Area 1 total package of \$62.56 and an Area 2 total package of \$61.56 as designated on Appendix A1.

Effective June 26, 2023, increases will be as follows for Appendix A1: \$2.50 (Asbestos/Mold/Lead Laborer Areas 1 & 2).

Effective July 1, 2024, increases will be as follows for Appendix A1: \$2.60 (Asbestos/Mold/Lead Laborer Areas 1 & 2).

Effective June 30, 2025, increases will be as follows for Appendix A1: \$2.65 (Asbestos/Mold/Lead Laborer Areas 1 & 2).

Effective June 29, 2026, increases will be as follows for Appendix A1: \$2.65 (Asbestos/Mold/Lead Laborer Areas 1 & 2).

During the term of this Agreement, all future increases for Appendix A1 shall be equal to the total wage and fringe increases set forth in the Northern California Laborers' Master Agreement, as recognized and published by the California Department of Industrial Relations, Division of Labor Statistics and Research.

The Union may elect at its option upon ninety (90) days' notice to the Employer to allocate each increase to any wage and/or fringe benefit listed in Appendix A1.

5.2 **Fringe Benefits.** The parties shall be bound by all the provisions of the Declaration of Trust of the Laborers' Health & Welfare Trust Fund for Northern California, Laborers' International Union of North America, National (Industrial) Pension Fund, Laborers' Vacation-Holiday-Dues Supplement Trust Fund for Northern California, Laborers' Training and Retraining Trust Fund for Northern California and Northern California Pension/Annuity Trust Fund and the Individual Employer shall pay to each of these trust funds the amounts set forth in Appendix A1 to this Agreement.

5.2.1 **Pension Benefit Fund.** The Individual Employer has agreed to make pension fund contributions on behalf of all classifications covered by the Agreement. This addendum sets forth more particularly the terms and conditions of the Individual Employer's contribution obligations to this fund, except the unit of workers covered by the Agreement into participation.

#### Section 1: LIUNA National (Industrial) Pension Fund

- (a) The Individual Employer shall contribute to the Laborers' International Union of North America National (Industrial) Pension Fund for each hour for which a worker covered by this Agreement is entitled to pay, including hours of paid vacation, paid holidays, and other periods for which pay is paid or owed. The hourly contribution rate shall be the rate set forth in Appendix A1 to the Agreement. Contributions to the Fund shall commence with the first day of employment in a classification covered by the Agreement.
- (b) Contributions to the Fund shall be due on a monthly basis and specifically by the twentieth (20<sup>th</sup>) day of the first month following the month during which contributions accrued, unless otherwise expressly required by the Fund's Board of Trustees. The Individual Employer shall also submit to the Fund on a monthly basis such contribution reports as the Board of Trustees may require to verify the amount of contributions owed (if any) for the preceding month. Such reports shall be submitted to the Fund on the same schedule as contributions, and shall be submitted even if no work was performed and no contributions are owed to the Fund for the month covered by the report.
- (c) The Fund shall have the right and authority to have a certified public accountancy firm audit the payroll and other records of the Individual Employer for purposes of verifying the accuracy of the contributions made to the Fund by the Individual Employer, verifying

employee eligibility, and other purposes necessary for administration of the Fund. The Individual Employer and the Union also agree to provide the Fund with any and all truthful information necessary for administration of the Fund.

- (d) All contribution payments shall be made payable to the "LIUNA National (Industrial) Pension Fund" and sent to the Fund at 905 – 16<sup>th</sup> Street, N.W., Washington, D.C. 20006.
- (e) If the Individual Employer fails to submit contributions or contribution reports to the Fund when due, it shall be considered in default and shall be subject to charges for interest, liquidated damages, attorney fees, costs, audit fees, and other costs of collection in accordance with the Fund's Agreement and Declaration of Trust. The Fund shall have the right to take any and all lawful action to secure payment of contributions and submission of the commencement of legal proceedings against the Individual Employer and others acting on its behalf. The Individual Employer's obligations with respect to the Fund shall not be subject to any grievance or arbitration procedure provided under the Agreement. The Union shall have the right to take whatever steps it deems necessary to secure compliance by the Individual Employer with its contribution obligations.
- (f) The Individual Employer and the Union agree to accept, be bound by, and comply fully with a copy of the Fund's Agreement and Declaration of Trust, a copy of which has been provided to both.

**5.2.2 Health and Welfare, Pension/Annuity Plan, Vacation-Holiday-Dues Supplement and Training and Retraining Plan.**

In continuation of the Laborers' Health & Welfare Trust Fund for Northern California, the Laborers' Pension/Annuity Trust Fund for Northern California, the Laborers' Vacation-Holiday-Dues Supplement Trust Fund for Northern California and the Laborers' Training and Retraining Trust Fund for Northern California (provided for in Trust Agreements dated March 4, 1953, August 2, 1963, June 4, 1963, November 19, 1968, and December 31, 1975, respectively, as amended and modified, and the appropriate plans adopted there under), each Individual Employer shall pay hourly contributions for each hour paid for and/or worked, including overtime pay, in accordance with Appendix A1.

Each Individual Employer shall be subject to and entitled to the benefits of all the provisions of the Trust Agreements specified herein establishing said Funds and any amendment or modification or amendments or modifications.

Each Individual Employer, upon request of any Trust Fund specified in this Agreement, shall permit a Trust Fund Auditor to review any and all records relevant to the enforcement of the provisions of this Agreement pertaining to the Trust Funds. Such review shall be permitted not less than ten (10) working days after demand.

Each Individual Employer further agrees that any and all such Trust Funds may enforce this obligation by action to collect such delinquent contribution filed in any court of competent jurisdiction.

This Agreement shall waive any and all provisions of the Healthy Workplaces Healthy Families Act of 2014, San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, the City of Emeryville Ordinance No. 15-004, City of Oakland Municipal Code Section 5.92.030 and the City of Berkeley Paid Sick Leave Ordinance, adding Municipal Code Chapter

13.100, and shall supersede and be considered to have fulfilled all requirements of said Ordinances/Codes as presently written and/or amended during the life of this Agreement.

In addition, to the fullest extent permitted by law, this waiver shall apply to any other federal, state, city, county, or other local ordinance requiring mandatory paid sick leave that is currently in effect or may be adopted during the term of this Agreement.

If any federal, state, city, county, or other local ordinance requiring mandatory compensated time off other than Paid Sick Leave is enacted during the term of this Agreement, then the Union and the Employer agree to meet and confer within thirty (30) business days.

This Agreement shall also waive the San Francisco Paid Parental Leave Ordinance, San Francisco Police Code Article 33H (Section 3300H.1 through 3300H.14), the Berkeley Family Friendly and Environment Friendly Workplace Ordinance (Berkeley Municipal Code, Chapter 13.101) and the City of San Jose's Opportunity to Work Ordinance.

In addition, this waiver shall apply to any other federal, state, city, county or other local laws or ordinances containing requirements to allow paid parental leave similar to those requirements found in the San Francisco Paid Parental Leave Ordinance; laws or ordinances containing requirements to allow employees to request flexible or predictable working arrangements similar to those found in the San Francisco Family Friendly Workplace Ordinance and the Berkeley Family Friendly and Environment Friendly Workplace Ordinance; and laws and or ordinances containing requirements to offer additional work hours to part time employees before hiring new employees similar to those found in the San Jose Opportunity to Work Ordinance that is currently in effect or may be adopted during the term of the Agreement.

Any disputes concerning the validity of these waivers shall be subject solely and exclusively to the grievance procedures set forth in this Agreement.

- 5.2.3 **Health and Welfare Trust Fund for Northern California.** The Individual Employer agrees that on or before the tenth day of each calendar month he will report and pay contributions for all hours worked for each employee covered by this agreement who performs work in the preceding calendar month to the Laborers Health and Welfare Trust Fund for Northern California, at the office of such Fund in Fairfield, California, for the purpose of establishing eligibility for benefits for such employees. It is expressly understood and agreed that no employee will be eligible for the benefits of the Plan during any month unless and until the Individual Employer has made the required contribution in full to the Fund on behalf of all employees for that month. The Individual Employer shall pay hourly contributions for each hour paid for and/or worked, including overtime pay, shift pay, show-up time, and similar payments in accordance with Appendix A1 of the Agreement.

An employee who has been laid off or terminated may continue his eligibility for benefits by electing COBRA benefits, as provided by law, and by paying to the Fund the required premium. The Individual Employer shall advise employee, in writing, at time of layoff or termination of this provision.

The Individual Employer further agrees to accept, assume and be bound by all of the obligations imposed upon the Individual Employer by that certain trust agreement known as the Laborers Health and Welfare Trust Agreement dated March 4, 1953, August 2, 1963, April 1, 1985, June 4, 1963, November 19, 1968 and December 31, 1975, respectively, as amended and modified, and the appropriate plans adopted there under.



The Individual Employer hereby acknowledges receipt of copies of said Plan and said Trust Agreement.

5.2.4 **The Association of Environmental Contractors Industry Promotion Trust Fund.** A fund entitled The Association of Environmental Contractors Industry Promotion Trust Fund shall be created to administer the provisions of this Agreement on behalf of Individual Employers signatory to this Agreement and for the purpose of monitoring market interests of the unionized segment of the industry.

5.2.5 **Industry Stabilization Fund.** Effective January 1, 2020, the Individual Employer shall contribute three cents (\$0.03) per hour for each hour paid for or worked by workers in work covered by this Agreement to the Industry Stabilization Fund, which shall be earmarked for Foundation for Fair Contracting.

The purpose of such funds shall be to enhance the monitoring of public works projects relative to Individual Employer compliance with State, Federal or other public agency public works wage and hour laws. Such contributions shall continue until written notice by the parties signatory hereto. Such trust fund shall be administered jointly by the signatory parties.

## **ARTICLE VI Hiring**

6. **New Employees.** The Individual Employer shall notify the Union of the need for additional asbestos and lead removal employees. The Union shall maintain a sufficiently large labor pool of trained people, satisfactory to the Individual Employer, to meet the Individual Employer's staffing needs and shall have 24 hours within which to supply the Individual Employer's requirements. If the Union knows that no workers are available, the Union shall immediately notify the Individual Employer, who may then hire from any source.

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 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.

6.1 **Employment.** Appropriate registration facilities shall be maintained in the Employment Office of the Union for employees and new applicants to register for employment. This registration shall be applied to all employees and applicants without discrimination based upon age, race, color, religion, sex or national origin or membership or non-membership in any labor organization, except as membership in the Union may be required as a condition of employment in Section IV hereof.

Except as stated in 6.2, each person desiring employment shall be registered on the out-of-work registration list by appearing personally, or a person may register by phone, indicating his/her name, address, telephone number, social security account number, qualifications and employment desired. Each person shall be listed numerically in the order in which he/she registers. Persons shall be referred in the order in which they are registered unless they are not available for referral, subject to the following conditions:

1. The Individual Employer may request persons by name and/or classification if registered on the out-of work list out of order for any reasons, and such persons must be dispatched.
2. Available for employment shall mean: All persons eligible for referral shall be present at our office or present at their residence phone during dispatching hours unless excused for the following reasons:
  - a. When a death occurs in the immediate family from the date of death and not exceeding one (1) week after the date of burial. However, they shall produce bona fide proof of such death.
  - b. Persons on jury duty, providing they produce bona fide proof that they are serving on a jury.
  - c. Persons temporarily serving in the U.S. Military Reserve, providing they show bona fide proof of such service.
  - d. Attendance a workers' compensation hearing or any administrative or court appearance.
3. Dispatching hours shall be from 7:00 a.m. to 9:00 a.m. Monday through Friday. In emergency cases, employees may be dispatched other than at such dispatching hours.
4. Each person, upon being referred, shall receive a written referral to be transmitted to the Individual Employer's representative at the job-site indicating the name, address, Social Security account number, type of job, date of proposed employment and date of referral.
5. No person shall be entitled to have his/her name placed on the employment list which is applicable to Specialist I unless he/she has been employed in that classification for six (6) months consecutively or three (3) years accumulatively within a period of three (3) years immediately preceding the date of his/her registration.

Furthermore, a person shall possess the following qualifications prior to qualifying for the Specialist I position:

- a. Asbestos Supervisor Certified
- b. Lead Removal Supervisor Certified
- c. CPR/First Aid Certified
- d. Need to understand the English language
- e. California Drivers' License (if required to drive company vehicle)
- f. A minimum of 4000 documented hours in the asbestos or lead industry.

An employee shall provide the Union documentation that he/she has met the aforementioned qualifications prior to being placed on the employment list as a Specialist I. The Union shall provide documentation that a Specialist I has met all the qualifications upon request of an Individual Employer.

Employees designated as being qualified as Specialist I prior to the execution date of this Agreement shall not lose such designation as a result of the above referenced requirements.

6. Any person may re-register by phone and must be personally present at their residence phone during dispatch hours.
7. Persons shall be eliminated from the registration list for the following reasons:
  - a. Dispatched to a job – except that any person who is rejected by the Individual Employer or who fails to complete two (2) full days of work shall retain his/her position on said list; provided no person who is rejected by the Individual Employer shall be re-referred to such Individual Employer with respect to the same request pursuant to which he/she was initially referred.
  - b. Failing to accept suitable employment one time during the current week at the time of dispatch. Employment which cannot be reached by an individual because of lack of transportation shall not be deemed suitable to him/her.
  - c. Unavailable for employment
  - d. Any person dispatched to a job who fails to report to work.
8. The Individual Employer retains the right to reject any job applicant referred by the Union for just cause including but not limited to persons unable to produce legal residence documentation as required under the Immigration Reform and Control Act of 1986.

The Union will not refer any person who does not possess a current and legible physical, Laborer's training certification or training certification from any other bona fide source.

Any employee discharged by the Individual Employer shall not be referred again to the Individual Employer by the Union, provided that the Individual Employer notifies the Union of its desire not to hire the employee.

All employees shall possess and maintain two (2) forms of identification, one with photo, as required by the Employment Eligibility Verification form (Form I-9).

All employees must have a dispatch slip from the Union before commencing work even if hired directly by the Individual Employer.

All candidates referred from the Union's hiring hall must report to the Individual Employer's office before reporting to the job site in order to complete the Individual Employer's normal paperwork, if required by the Individual Employer. If the employee is qualified and ready for employment and not put to work within forty-eight (48) hours, the employee will be reimbursed two (2) hours' pay.

- 6.2 **Notification to the Union.** If the Individual Employer hires an employee from a source other than the Union as provided in Section 6.1, within two (2) days of the hiring, the Individual Employer shall notify the Union in writing of the employee's name, Social Security Number, date of hire, job classification, and location of job site.
- 6.3 **Substance Abuse.** The Union agrees to supply employee applicants that shall agree to comply with the policies of the Individual Employer or the Individual Employer's customers' drug testing procedures. Where such drug testing policies are in effect, all prospective employees, prior to

being acceptable for employment by the company, will be required to submit to tests for the presence of alcohol and drugs.

The presence of one or more prohibited drugs or alcohol will be cause for rejection for employment and the employee shall not be entitled to show up time pay. Such discharge shall not be a breach of the Agreement in effect between the parties. Refusal to submit to the screening test will constitute voluntary withdrawal of application for employment.

## **ARTICLE VII Provisions of Gear**

7. **Protective Equipment.** The Individual Employer shall supply respirators, hard hats, steel toed rubber boots and all other personal protective equipment required by Federal, State or local law, in the performance of work covered by this Agreement, to the employee without cost. Failure to use such equipment when required by law or by Individual Employer policy, or failure to show up at work without the same, may result in loss to the employee of any time required to supply the lack of the same and may be subject to discipline up to and including discharge. In the event the Individual Employer is unable to immediately employ a dispatched worker because of lack of protective equipment, the employee will be entitled to two (2) hours show-up time.
- 7.1 **Tools and equipment** (including one [1] respirator) provided by the Individual Employer that are necessary for the performance of a job shall be returned by the employee on demand or on completion of the job. An Individual Employer with prior written authorization of the employee may deduct from the employee's last check, the cost of the item furnished in the event said item is not returned. No deduction shall be made at any time for normal wear and tear. Should the employee lose the equipment, he shall be required to pay the cost. The Individual Employer shall provide lockers for employees as per regulations.
- 7.2 Each employee covered by this Agreement shall furnish the following hand tools and equipment:
  - 1 Regular Screwdriver
  - 1 Phillips Screwdriver
  - 1 Claw Hammer
  - 1 Tin Snips
  - 1 Lineman Pliers
  - 1 Razor Knife
  - 1 Flashlight
  - 1 Gym Bag
  1. 12' Tape
  - 1 Tool Pouch w/Belt
  - 1 Pair Leather Steel-toed Work BootsEmployees must report to work with long work pants, leather steel-toed boots and work shirts w/minimum 4" sleeves (per OSHA requirements).
- 7.3 The Individual Employer may make available for purchase by its employees, at the Individual Employer's cost, the above complement of tools.

**ARTICLE VIII  
Higher Wages**

8. No employee receiving a higher rate of pay shall suffer a reduction of pay by reason of the execution of this Agreement.

**ARTICLE IX  
Hours and Overtime**

9. **Hours and Days of Employment.** The Individual Employer shall establish the hours of work per day and the hours of work per week, either five (5) eight (8) hour days or four (4) ten (10) hour days in any one (1) week. Once established, the type of work week shall not be changed until the Individual Employer has notified the Union in writing within forty-eight (48) hours of the establishment of the alternate workweek. This Agreement does not guarantee any specific number of hours per day or week.

**Overtime.** Overtime is paid at the rate of one and one-half (1½) times the regular rate of pay for every hour worked after the completion of eight (8) hours up to and including twelve (12) hours in any workday or forty (40) hours in a workweek, and for the first eight (8) hours worked on the seventh (7<sup>th</sup>) consecutive day of work in a workweek. All work on Saturdays and Sundays shall be paid at the rate of one and one-half (1½) times the regular rate of pay, unless the Saturday and Sunday work is part of an established workweek. Double (2x) the employee's regular rate of pay shall be paid for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7<sup>th</sup>) consecutive day of work in a workweek.

Notwithstanding the above, on privately funded projects only, where four (4) ten (10) hour days are established, overtime shall be one and one-half (1½) times the regular rate of pay for all hours worked in excess of ten (10) hours in a workday or forty (40) hours in one (1) workweek. Double (2x) the employee's regular rate of pay shall be paid for all hours worked in excess of twelve (12) hours in any workday.

Overtime on Federal Davis Bacon projects shall be one and one-half (1½) times the regular rate of pay for all hours worked in excess of forty (40) in one (1) workweek.

All work on holidays listed in Article X will be paid at the overtime rate two (2) time the regular rate of pay.

Notwithstanding the above, in the event that work cannot be performed Monday through Friday or Monday through Thursday (four-ten [4 x 10] hour day workweek) because of inclement weather, major mechanical breakdown or lack of materials beyond the control of the Individual Employer, employees (at their option) may make up such day on Friday or Saturday, whichever the case may be, and shall be paid at the applicable straight time rate.

- 9.1 **Rest Periods.** Employees shall be authorized and shall be permitted to take a total of ten (10) minutes during each four (4) hour segment of their assigned work shift for a rest period.

There shall be no formal organized rest periods during working hours and as far as practicable the break will be taken as near to the middle of each four (4) hour work segment as possible. Rest periods shall be scheduled in a manner so as not to interfere with workflow or continuous operations and Individual Employers shall be able to coordinate the timing of each ten (10)

minute rest break with their Employees to assure the continuity of work. Rest periods shall take place at individual Employer designated areas, which may include or be limited to the employee's immediate work area. The second rest period may be added to the end of the meal period or work day when working conditions so dictate as determined by the Individual Employer. Employees who work more than ten (10) hours shall be authorized and permitted three ten (10) minute rest periods.

It is understood that the Employee will take his/her appropriate rest period unless the Individual Employer specifically directs the Employee not to take this rest break due to operational requirements. Employees are required to notify their supervisor whenever they are unable to take their rest periods.

If an Individual Employer fails to authorize and permit an Employee with a rest period as provided herein, the Employee shall be paid a penalty payment equal to one (1) hour at his/her applicable straight-time hourly wage rate excluding fringe benefits – one penalty payment covers any/all missed rest periods that day.

The rest period provisions of this Agreement will be interpreted consistently with the rest period requirements of Industrial Welfare Commission Wage Order 16.

- 9.2 **Heat Illness Preventative Recovery Period.** A heat illness preventative cool-down rest shall be made available for employees in order to prevent heat illness in accordance with Cal/OSHA requirements.

If an Individual Employer fails to provide an Employee a preventative cool-down rest in accordance with this Section, the Individual Employer shall pay the Employee, as a penalty, one additional hour of straight-time pay at the Employee's regular rate of compensation, excluding fringe benefits, for each work day that a requested preventative recovery period is not provided. No employee shall be discriminated against for exercising his rights pursuant to this Section.

- 9.3 All disputes concerning meal periods, rest periods and/or heat illness preventative recovery periods as required by this Agreement or California law shall be subject to the Grievance Procedures in Article XVI of the Agreement and must be brought to the attention of the Employer, in writing, by the Union or Employee within ten (10) working days of the alleged violation. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding upon both parties.

## **ARTICLE X Holidays**

10. The following days are recognized as holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, and Christmas Day.

If any of the above holidays fall on Saturday, that holiday shall be observed on the preceding Friday. If the holiday falls on Sunday, the Monday following shall be considered a holiday.

**ARTICLE XI**  
**General Working Conditions**

11. **Meal Period.** Meal periods shall take place at an acceptable or adequate area designated by the Individual Employer. Employees shall not work more than five (5) consecutive hours without a one-half (1/2) hour meal period. When employees work over five (5) hours without being provided with a one-half (1/2) hour meal period, they shall receive one-half (1/2) hour pay at the double-time rate. When an employee is required to work more than three (3) hours after the employee's regular shift the employee will be entitled to a one-half (1/2) hour meal period at the end of the three (3) hours without loss of pay and an additional one-half (1/2) hour each five (5) hours thereafter, without loss of pay. If an employee is required to work through an overtime meal period, the employee shall receive pay for an additional one-half (1/2) hour at the double-time rate. Meal periods may be staggered to meet job requirements. The meal period shall begin in the clean area after the employee is allowed sufficient time to clean up and put on street clothes.

All disputes concerning meal periods as required by this Agreement or California law shall be subject to the Grievance Procedures in Article XVI of the Agreement and must be brought to the attention of the Employer, in writing, by the Union or Employee within ten (10) working days of the alleged violation. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding upon both parties.

- 11.1 **Quitting Time Clean-Up.** The Individual Employer will allow sufficient time for employees to clean up and put on street clothes by end of shift.
- 11.2 **Cancellation.** In cases of work cancellation, the Individual Employer will make every reasonable effort to notify the employee at the last known telephone number of record. Failure to do so will entitle the employee to two (2) hours' show-up time.
- 11.3 If the Individual Employer fails to immediately employ or delays employment of an employee because of lack of personal protective equipment, the employee shall be entitled to two (2) hours show up time.

**ARTICLE XII**  
**Union Visitation**

12. The Union's Business Representative shall have access to the project during working hours and shall notify the Individual Employer of the Union representative's presence. The purpose of the visitation is to check the manner of compliance with the terms of this Agreement. Any such job site visit shall not interfere with the work of the employees. Upon request of the Union Representative, the Individual Employer shall provide the names and Social Security Numbers of all employees on the project within a reasonable amount of time. The Business Representative shall adhere to the Individual Employer's job site safety rules and regulations.

**ARTICLE XIII**  
**Management Rights**

13. It is agreed that nothing in this Agreement shall limit the Individual Employer in the exercise of its function of management, such as the right to direct the work force, hire, promote, transfer, discipline, suspend or discharge for cause, lay off employees for lack of work, and determine the number of employees on a project.

**ARTICLE XIV**  
**No Strikes or Lockouts**

14. During the term of this Agreement, the Union shall not strike the Individual Employer and the Individual Employer shall not lock out the employees.

**ARTICLE XV**  
**Working Conditions**

15. In the event free parking is not accessible/available at the jobsite, the Contractor shall reimburse the employee up to \$25.00 per vehicle per day upon being presented with a receipt or voucher certifying the cost. Such reimbursement will be made on a weekly basis or upon conclusion of the job, whichever occurs earlier.
- 15.1 **Drinking Water.** The Individual Employer shall furnish cool and potable drinking water and sanitary drinking cups for the employees.
- 15.2 **Toilet Facilities.** The Individual Employer shall furnish suitable toilet facilities for the employees.

**ARTICLE XVI**  
**Grievance Procedure**

16. **Definition.** A grievance is a claim by either party or by an employee that there has been a violation of this Agreement.
- 16.1 **Time Limits.** A grievance must be brought to the attention of the Employer or Union within ten (10) working days of its occurrence. However, time limits do not apply to Fringe Benefit delinquency.
- 16.2 **Procedure.** In any dispute concerning the interpretation or application of this Agreement, other than a jurisdictional dispute, the following shall apply:
1. An employee who cannot resolve a grievance with the Individual Employer within three (3) working days shall immediately submit the grievance to the Business Representative, who shall attempt to resolve it with the Individual Employer within three (3) days of receipt of grievance from the employee. The Individual Employer shall attempt to resolve its grievance with the Business Representative.
  2. If no resolution is reached within five (5) days of the date the Business Representative submitted the grievance to the Employer or the Employer submitted the grievance to the Union, the grievance may be submitted by either party to a Board of Adjustment created for the settlement of such disputes.
  3. The Board of adjustment shall be composed of one (1) member named by the Union and one (1) member named by the Employer.
  4. In case of a deadlock, the parties agree to submit the case to a permanent arbitrator, Robert Hirsch, for resolution. The expenses of the arbitrator shall be borne equally by both parties.
- 16.3 All claims arising under the Fair Labor Standards Act, the California Labor Code and the Industrial Welfare Commission Orders (e.g., Wage Order 16), all derivative claims arising under California



Business and Professions Code section 17200, et seq. and all similar claims arising under any applicable local law, shall be resolved exclusively through binding arbitration before an impartial arbitrator. Such claims shall be resolved exclusively through binding arbitration before an impartial arbitrator and shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner. All substantive and procedural rights applicable to mandatory arbitration of statutory claims shall be observed (e.g., the right to more than minimal discovery, payment of costs by the employer, a written award, etc.). The arbitrator shall apply the shortest applicable statute of limitations applicable to each claim and shall be authorized to award any and all remedies otherwise available by law.

This Agreement prohibits any and all violations of the sections of the California Labor Code that are redressable pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Such claims shall be resolved exclusively through binding arbitration before an impartial arbitrator and shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner. This Agreement expressly waives the requirements of PAGA and authorizes the arbitrator to award any and all remedies otherwise available under the California Labor Code, except the award of penalties under PAGA that would be payable to the Labor and Workforce Development Agency.

Statutory claims described above shall be initiated by written notice within the statute of limitations period to the Individual Employer with a copy provided to the Northern California District Council of Laborers ("Union") and the Employer. The Union will provide the Employee, Employer and Individual Employer with the Impartial Arbitrator's contact information. Once a grievance is filed, the Union, the aggrieved employee and the Individual Employer shall meet within thirty (30) calendar days, or other time as mutually agreed upon, to discuss and attempt to resolve the grievance. Should the grievance not be satisfactorily resolved to the satisfaction of the aggrieved employee within the foregoing time frame, the aggrieved employee may proceed directly to arbitration.

Should the Impartial Arbitrator designated by the Parties to this Agreement be unavailable or unacceptable to the Individual Employer or Individual Employee, the Parties to this Agreement will provide a panel of three additional impartial arbitrators from whom the Individual Employer and Employee will select an arbitrator using an alternative striking method with the Employee striking first.

The Impartial Arbitrator shall have the authority to consolidate individual statutory claims for hearing but shall not have the authority to fashion a proceeding as a class, collective or representative action, except with respect to PAGA claims as provided in this subsection, or to award relief to a group or class of employees in one grievance or arbitration proceeding.

If a court of competent jurisdiction finds any term or clause in this subsection to be invalid, unenforceable, or illegal, such a term or clause may be revised to the extent required according to the opinion of the court to render this subsection enforceable or valid so as to preserve the agreement and intent to the fullest possible extent.

This subsection shall apply to any representative PAGA claims, class and/or individual claims that arise or are pending during the term of the parties' current collective bargaining agreement, regardless of when they were filed with any court or administrative agency.

**ARTICLE XVII**  
**Jurisdictional Disputes**

17. Any work jurisdiction dispute shall be reviewed at the jobsite between the representatives of the Local Unions involved and the Individual Employer. If said dispute is not settled at the jobsite within three (3) days, it shall then be referred to the General Presidents of the Unions or their designated representatives for settlement. If the dispute is not promptly settled on this level, the work shall continue as originally assigned by the Individual Employer. Jurisdictional disputes shall not be subject to the Grievance Procedure.

**ARTICLE XVIII**  
**Public Works**

18. On public work projects where wage determinations exist, such pre-determined wage and fringe rates referenced in the bid specifications shall remain in effect for the duration of said project, provided, however, that each segment let by the Owner shall be deemed the project; provided, further that this provision shall not apply to projects where the formal advertised sealed bid procedure is not used. Whenever non-signatory and/or non-union contractors appear on a public works plan holders list and where the prevailing wage determination is less than that which is provided for in the Agreement, the Individual Employer may bid the project pursuant to the prevailing wage determination attached to and part of the bid specifications for that project. Payments to the Health and Welfare Trust Fund shall be maintained at the rate in the Agreements. In no event shall wages be frozen for more than thirty-six (36) months on any one project. Individual Employers should notify the Local Union whenever utilizing this provision.

**ARTICLE XIX**  
**Severability**

19. It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event that any of the provisions of this Agreement are finally held or determined to be illegal or void as being in contravention to any such laws, rulings or regulations, nevertheless, the remainder of this Agreement shall remain in full force and effect, unless the parts so found to be voided are wholly inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly negotiate and execute lawful substitutes therefore.

**ARTICLE XX**  
**Liability of Parties**

20. It is mutually understood and agreed that neither the Employer and its respective members nor the Union shall be liable for damages caused by the acts or conduct of any Individual or groups of Individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of the respective party, provided that such action or conduct had not been specifically authorized, participated in, fomented or condoned by the Employer and its respective members or the Union, as the case may be.

**ARTICLE XXI**  
**Amendments**

21. Except as otherwise specifically provided herein, this Agreement fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to collective bargaining. None of these parties shall, during the term of this Agreement, demand any change herein, nor shall the party be required to bargain with respect to any matter. Without limiting the generality of the above, all parties in their own behalf and on behalf of their respective members, bound hereby, waive any right to demand of any other party any negotiating, bargaining or change during the life of this Agreement with respect to pensions, retirement, health and welfare or insurance plans, or respecting any questions of wages, hours or any other terms of condition of employment, providing that nothing herein shall prohibit the parties from changing the terms of this contract by mutual agreement.

**ARTICLE XXII**  
**General**

22. If the Union grants more favorable terms to any Individual Employer engaged in asbestos or lead removal, the more favorable terms shall apply to all Individual Employers signatory to this Agreement. The Union shall, upon request, provide the Employer with a copy of any contract it negotiates with any other Individual Employer in the asbestos and lead removal industries.
- 22.1 The Union will notify the contractor of employee hours in order to be upgraded to the next higher step.

**ARTICLE XXIII**  
**Geographic and Market Area Monitoring**

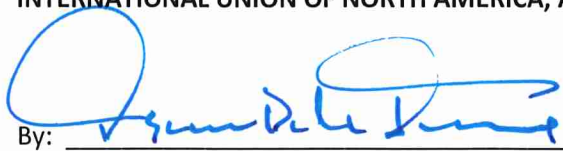
23. The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market area and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the Individual Employers.

**ARTICLE XXIV**  
**Term of Agreement**

24. This Agreement shall be binding upon the respective parties from December 1, 2022, to and including June 30, 2027, and shall be considered as renewed from year to year thereafter unless either party hereto shall give written notice to the other of its desire to modify, amend or terminate the Agreement not more than ninety (90) days and not less than sixty (60) days prior to the last date mentioned or any subsequent anniversary date of this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement by their respective Officers authorized to do so this 30<sup>th</sup> day of November, 2022.

**NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS, AFFILIATED WITH THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AND ITS AFFILIATED LOCAL UNION NO. 67**

  
By: \_\_\_\_\_  
Oscar De La Torre, NCDCL Business Manager

  
By: \_\_\_\_\_  
Victor Parra, Local Union No. 67 Business Manager

**ASSOCIATION OF ENVIRONMENTAL CONTRACTORS**

  
By: \_\_\_\_\_  
Richard Cleveland, President

**APPENDIX A1**

**Effective December 1, 2022 through March 3, 2023**

Area 1 Counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara

Area 2 Counties: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Sierra, Shasta, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

**Asbestos/Mold/ Associated Work/Lead:**

	<b>Asbestos/Mold/ Associated Work Abatement Worker Areas 1 &amp; 2</b>	<b>Asbestos/Mold/ Associated Work Specialist I Areas 1 &amp; 2</b>	<b>Asbestos/Mold/ Associated Work Specialist II Areas 1 &amp; 2</b>	<b>Lead Removal Worker Area 1</b>	<b>Lead Removal Worker Area 2</b>
	12/01/22 – 3/03/23	12/01/22 – 3/03/23	12/01/22 – 3/03/23	12/01/22 – 3/03/23	12/01/22 – 3/03/23
Wage Rate	\$ 27.05	\$ 30.16	\$ 31.54	<b>\$ 35.37</b>	<b>\$ 34.37</b>
Health & Welfare *	\$ 6.09	\$ 6.09	\$ 6.09	<b>\$ 10.00</b>	<b>\$ 10.00</b>
Vacation/Holiday	\$ 3.00	\$ 3.00	\$ 3.00	<b>\$ 3.00</b>	<b>\$ 3.00</b>
Training & Retraining	\$ 0.46	\$ 0.46	\$ 0.46	\$ 0.65	\$ 0.65
Laborers' National (Industrial) Pension Fund	\$ ----	\$ 0.51	\$ ----	\$ ----	\$ ----
Laborers' Pension Trust Fund for Northern California	\$ 3.05	\$ 3.05	\$ 6.89	<b>\$ 3.05</b>	<b>\$ 3.05</b>
Laborers' Annuity Fund for Northern California	\$ 0.90	\$ 0.90	\$ 3.06	<b>\$ 10.25</b>	<b>\$ 10.25</b>
AEC Industry Promotion Trust Fund	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15
Industry Stabilization Fund (Foundation for Fair Contracting)	\$ 0.03	\$ 0.03	\$ 0.03	\$ 0.07	\$ 0.07
Total Wage and Fringe Benefit Package	\$ 40.73	\$ 44.35	\$ 51.22	<b>\$ 62.54</b>	<b>\$ 61.54</b>

\* Laborers' Health and Welfare Trust will provide coverage for all diagnostic testing related to asbestos exposure. The coverage in force for employees provides 100% coverage for these expenses. This includes whatever OSHA regulations require with regard to pre-employment and post-employment physicals. Payment will also be made for physicals given on the date of hire.

**APPENDIX A1**

**Effective March 4, 2023 through June 25, 2023**

Area 1 Counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara

Area 2 Counties: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Sierra, Shasta, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

**Asbestos/Mold/ Lead Laborer:**

	<b>Asbestos/Mold/ Lead Laborer Area 1</b>	<b>Asbestos/Mold/ Lead Laborer Area 2</b>
	3/04/23 – 6/25/23	3/04/23 – 6/25/23
Wage Rate	\$35.25	\$34.25
Health & Welfare *	\$9.60	\$9.60
Vacation/Holiday	\$3.00	\$3.00
Training & Retraining	\$0.50	\$0.50
Laborers' Pension Trust Fund for Northern California	\$9.46	\$9.46
Laborers' Annuity Fund for Northern California	\$4.53	\$4.53
AEC Industry Promotion Trust Fund	\$0.15	\$0.15
Industry Stabilization Fund (Foundation for Fair Contracting)	\$0.07	\$0.07
Total Wage and Fringe Benefit Package	\$62.56	\$61.56

\* Laborers' Health and Welfare Trust will provide coverage for all diagnostic testing related to asbestos exposure. The coverage in force for employees provides 100% coverage for these expenses. This includes whatever OSHA regulations require with regard to pre-employment and post-employment physicals. Payment will also be made for physicals given on the date of hire.

## **APPENDIX B**

### **SUBSISTENCE AND DRIVE TIME**

Subsistence shall be paid to all employees who are traveling more than 150 miles round-trip from the dispatch hall or the Individual Employer's office, whichever is closer to the job-site.

Subsistence shall be paid at the rate of fifty-five dollars (\$55.00) per workday.

In lieu of subsistence, the Individual Employer may provide and maintain acceptable room and board near the project in compliance with the laws of the State of California.

Employees living within a twenty-five (25) mile radius of the project will be excluded from these subsistence requirements or will be paid at the Individual Employer's discretion. Those employees who, as part of their work duties, are driving a company vehicle and are being compensated under the Agreement for driving the company vehicle are excluded from these subsistence requirements.

Any employee operating or responsible for the control of a company vehicle being used to transport personnel, equipment and/or supplies from the employer's regularly established shop or yard to a jobsite shall be compensated at the applicable project wage rate per hour. Fringe benefits are not to be included for driving time compensation. Any employee who is a passenger in and not directly responsible for the control of a company vehicle is deemed to be in the vehicle voluntarily and is not subject to compensation. Notwithstanding the subsistence provisions above, employees assigned company vehicles will not be compensated for travel to and from the project to their homes.