

LABORERS' ASBESTOS AND LEAD REMOVAL AGREEMENT

THIS AGREEMENT is entered into this 1st Day of April, 2010, 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 within five (5) days of entering such Subcontract, and shall specify the name and address of the Subcontractor.
 - 2.3 **Employee Coverage.** All asbestos and lead removal workers 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 a reduced Initiation Fee plus two months dues. Each year, the Union shall request a variance for reduced Initiation Fees from the delegates of the Northern California Laborers' District Council and Executive Board and any reduced Initiation Fees are subject to this approval. 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 **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 Appendices A1, A2 and A3.

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.

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

- 5.1.1 **Wage and Fringe Benefit Increases.** It is agreed that effective December 1, 2010, increases will be as follows for Appendix A1: \$0.75 (Abatement Worker); \$0.75 (Specialist I) and \$0.75 (Specialist II).

Effective December 1, 2010, increases will be as follows for Appendix A2: \$0.45 (Step I); \$0.75 (Step II); \$0.75 (Step III); \$0.75 (Specialist I) and \$0.75 (Specialist II).

Effective December 1, 2010, increases will be as follows for Appendix A3: \$0.45 (Step I); \$0.45 (Step II); \$0.45 (Step III); \$0.45 (Specialist I) and \$0.45 (Specialist II).

Effective December 1, 2011, increases will be as follows for Appendix A1: \$0.80 (Abatement Worker); \$0.80 (Specialist I) and \$0.80 (Specialist II).

Effective December 1, 2011, increases will be as follows for Appendix A2: \$0.45 (Step I); \$0.80 (Step II); \$0.80 (Step III); \$0.80 (Specialist I) and \$0.80 (Specialist II).

Effective December 1, 2011, increases will be as follows for Appendix A3: \$0.55 (Step I); \$0.55 (Step II); \$0.55 (Step III); \$0.55 (Specialist I) and \$0.55 (Specialist II).

Effective December 1, 2012, increases will be as follows for Appendix A1 \$0.85 (Abatement Worker); \$0.90 (Specialist I) and \$0.90 (Specialist II).

Effective December 1, 2012, increases will be as follows for Appendix A2: \$0.45 (Step I); \$0.85 (Step II); \$0.85 (Step III); \$0.90 (Specialist I) and \$0.90 (Specialist II).

Effective December 1, 2012, increases will be as follows for Appendix A3: \$0.55 (Step I); \$0.55 (Step II); \$0.55 (Step III); \$0.55 (Specialist I) and \$0.55 (Specialist II).

During the term of this Agreement, all future increases for Lead Removal on 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 Appendices A1, A2 and A3.

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 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 Specialist I and Specialist II 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 (20th) 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 – 16th 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 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 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.

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.

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 Boots

Employees 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
Hours and Overtime

8. **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. 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 (7th) consecutive day of work in a 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 (7th) 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 9 will be paid at the overtime rate two (2) time the regular rate of pay.

- 8.1 **Rest Periods.** Each Individual Employer shall authorize and permit all employees to take rest periods, which insofar as practicable, shall be in the middle of each work period. Nothing in this provision shall prevent an Individual Employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked or major fraction thereof. Rest periods shall take place at Individual Employer designated areas, which may include or be limited to the employee's immediate work area.

Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the Individual Employer shall make-up the missed rest period within the same work day or

compensate the employee for the missed ten (10) minutes of rest time at his or her regular rate of pay within the same period.

ARTICLE IX

Holidays

9. For purposes of this Agreement, recognized holidays will be January 1, (New Year's Day), President's Day (3rd Monday of February), Memorial Day (last Monday in May), Fourth of July, Labor Day, Thanksgiving Day (4th Thursday in November), and Christmas Day (December 25). It is understood that there will be no Union dispatch on the day after Thanksgiving.

ARTICLE X

General Working Conditions

10. **Meal Period.** 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.
- 10.1 **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.
- 10.2 **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.
- 10.3 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 XI

Union Visitation

11. 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 XII
Management Rights

12. 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 XIII
No Strikes or Lockouts

13. 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 XIV
Working Conditions

14. The Individual Employer shall make a reasonable effort to have the owner provide free parking for employees.
- 14.1 **Drinking Water.** The Individual Employer shall furnish cool and potable drinking water and sanitary drinking cups for the employees.
- 14.2 **Toilet Facilities.** The Individual Employer shall furnish suitable toilet facilities for the employees.

ARTICLE XV
Grievance Procedure

15. **Definition.** A grievance is a claim by either party or by an employee that there has been a violation of this Agreement.
- 15.1 **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.
- 15.2 **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, Gerald R. McKay, for resolution. The expenses of the arbitrator shall be borne equally by both parties.

ARTICLE XVI
Jurisdictional Disputes

16. 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 XVII
Public Works

17. 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 XVIII
Severability

18. 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 XIX
Liability of Parties

19. 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 or groups of persons 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 XX
Amendments

20. 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 XXI
General

21. 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.
- 21.1 The Union will notify the contractor of employee hours in order to be upgraded to the next higher step.

ARTICLE XXII
Geographic and Market Area Monitoring

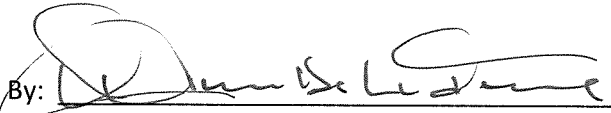
22. The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic 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 XXIII
Term of Agreement

23. This Agreement shall be binding upon the respective parties from April 1, 2010 to and including November 30, 2013, 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.

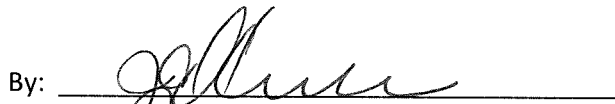
IN WITNESS WHEREOF, the parties hereto execute this Agreement by their respective Officers authorized to do so this 9th day of March, 2010.

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: 
Jon Steele, President