



EMPLOYERS' ADVOCATE, INC.

LABOR RELATIONS BULLETIN

January 25, 2016

TO: All SCECA Members Signatory to the Southern California Laborers' Asbestos Agreement

SUBJECT: Southern California Laborers' Asbestos Wage and Fringe Benefit Rates, Effective January 1, 2016/January 18, 2016 through December 31, 2016

Pursuant to the newly-negotiated 2016-2018 Southern California Laborers' Asbestos Agreement and Recovery Work Contract, attached are the wage and fringe benefit rates by classification for work performed in the Twelve Southern California Counties.

Increases are as follows:

Asbestos & Lead Abatement Laborer – Effective January 1, 2016:

Wages:	\$1.20
Fringe Benefits:	
Health & Welfare -	\$0.05
Pension -	<u>\$0.25</u>
Total Increase	\$1.50

Recovery Work Contract (Worker) – Effective January 1, 2016:

Fringe Benefits:	
Health & Welfare -	\$0.10

Recovery Work Contract (Foreman) – Effective January 18, 2016 (for wages) and January 1, 2016 (for fringe benefits):

Wages:	\$0.55
Fringe Benefits:	
Health & Welfare -	\$0.10
Training -	<u>\$0.05</u>
Total Increase	\$0.70

In addition, subsistence has increased effective January 1, 2016 by \$10.00 per day to \$55.00 per day and the maximum parking reimbursement has increased effective January 1, 2016 by \$5.00 per vehicle per day to \$10.00 per vehicle per day (except as noted on page 4 of the attached).

If you have any questions, please contact Employers' Advocate, Inc., at (925) 930-0014.

**SOUTHERN CALIFORNIA ENVIRONMENTAL CONTRACTORS ASSOCIATION
c/o EMPLOYERS' ADVOCATE, INC.**

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**LABORERS' ASBESTOS AGREEMENT
12 SOUTHERN CALIFORNIA COUNTIES
WAGE AND FRINGE BENEFIT RATES**

Effective January 1, 2016/January 18, 2016, through December 31, 2016

TWELVE SOUTHERN CALIFORNIA COUNTIES AREA:

Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura, and including Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, San Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, and the Channel Island Monument.

ASBESTOS & LEAD ABATEMENT LABORER

FRINGE BENEFITS:

**EFFECTIVE
1/1/16-12/31/16
PER HOUR**

Health and Welfare	\$ 6.80 (\$0.05 increase)
Pension	\$ 6.25 (\$0.25 increase)
Vacation/Supplemental Dues*	\$ 4.20
Training	\$.70
Center for Contract Compliance	\$.25
CAF	\$.04 **
FCIA	\$.01 **
LTATF	<u>\$.04</u>
 Total Fringe Benefits	 \$18.29
(Total Fringe Benefits excluding Vacation/Supplemental Dues)	(\$14.09)

*Vacation rate of \$4.20 includes Supplemental Dues of \$1.88

** Until transfer date to SCECACA/IPTF

As of 2/1/16 (or such other effective date as may be applicable), contributions to the CAF and FCIA terminate and shall be replaced with a \$.05 per hour contribution to SCECACA/IPTF.

WAGE RATES:

EFFECTIVE 1/1/16-12/31/16 <u>PER HOUR</u>	EFFECTIVE 1/1/16-12/31/16 <u>PER HOUR</u> (TOTAL TAXABLE)
\$30.43	\$34.63

FUTURE INCREASES**

1/1/17 \$2.25 per hour
1/1/18 \$2.27 per hour

** To be allocated by the Union to (1) Hourly wage rate; (2) Health and Welfare; (3) Pension; (4) Vacation; (5) Training and Retraining; (6) Supplemental Dues; (7) Center for Contract Compliance; (8) other benefit funds; or (9) Any combination thereof.

See page 5 for wage and fringe benefit rates and other terms applicable to the Recovery Work Contract (for covered private asbestos abatement work).

OVERTIME

All time worked in excess of eight (8) hours in a day in a five (5) day work week, or in excess of ten (10) hours in a day in a four (4) day work week shall be paid at the applicable overtime rate. Except as otherwise provided in Section 7.1(b) of the Agreement, all work performed on Saturdays, Sundays and Holidays shall be paid at the applicable overtime rate.

Sundays and Holidays shall be paid at a double time rate. In all other circumstances, the overtime rate shall be paid at one and one-half (1 ½) times the regular rate of pay.

PUBLIC WORKS

In the event an individual Contractor bids a public job or project being awarded by a federal, state, county, city or public entity which is to be performed at a predetermined or prevailing wage rate established by the Secretary of U.S. Department of Labor (pursuant to Public Law 74-403 as amended by Public Law 88-349 the requirements for which are contained in 29 C.F.R. Parts 1, 2, 5 and 7 and which determinations are published in the Federal Register), or the Director of the California Division of Industrial Relations, or a County, City or other public entity and the established prevailing wage rate, including vacation contributions, is lower by no more than fifteen percent (15%) on residential or housing work, or by no more than ten percent (10%) on any other type of work, than the hourly wage rate (excluding fringe benefits) in this Agreement, the published hourly wage rate, including vacation contributions, at the time of the bid shall apply to the job for the duration of the job or project, but in no event to exceed an eighteen (18) month period.

In the event such a job or project extends beyond eighteen (18) months, the wage rates, including vacation contributions, shall be increased thereafter to maintain the appropriate maximum fifteen percent (15%) or ten percent (10%) differential under the then current Laborers Asbestos Agreement for Southern California.

Should the predetermined wage rate and the rate in this Agreement on such a public job or project be the same, it is agreed that the rate shall be in effect for an eighteen (18) month period. On work that extends beyond eighteen (18) months, the then current Laborers Asbestos Agreement for Southern California shall apply.

HOLIDAYS

The following eight (8) days shall be non-paid holidays for purposes of this Agreement: NEW YEARS DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY. If any of the above holidays should fall on a Sunday, the Monday following the holiday shall be considered a legal (contractual) holiday. Work on such holiday shall be paid for at holiday overtime rate (double time).

SUBSISTENCE

Subsistence shall be paid at the rate of fifty-five (\$55) dollars per scheduled workday (\$10.00 per hour increase, effective January 1, 2016).

In lieu of subsistence, the Contractors may provide and maintain acceptable room and board on or immediately adjacent to the project seven (7) days per week in compliance with California State Laws.

Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The Contractor shall be responsible for payment of wages from the reporting point, as ordered by the Contractor, to the jobsite and from job to job and return. However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated from the time en route and return. For offshore work, employees will receive travel pay at straight-time rates from port of embarkation to jobsite and from jobsite to debarkation regardless of mode of transportation, which transportation shall be at the Contractor's expense. If no camp is furnished by the Contractor's, such transportation shall be furnished daily.

Subsistence shall be paid to all employees traveling more than one-hundred and fifty (150) miles round trip from the Local Union headquarters located at 2005 W. Pico Boulevard, Los Angeles, CA 90006.

Effective May 1, 2016, the 150 mile round trip is calculated from the dispatch office at which the employee is registered (or, if not dispatched, the zip code in which the employee resides). For employees registered at the San Diego dispatch office or, if the employee is not dispatched from a union hiring hall, with a residence in a zip code set forth in Appendix B, the 150 mile round trip is calculated from 9888 Carroll Center, San Diego, CA 92126. For all other employees, the 150 mile round trip is calculated from 2005 W. Pico Boulevard, Los Angeles, CA 90006.

Subsistence shall be applicable as per Article 1, Recognition Section II: Coverage and as per Article XXI: Subsistence Section 1-2 and 3 in the Agreement.

Employees living within the radius of twenty-five (25) miles from the project will be excluded from the subsistence or it will be at the discretion of the Contractor.

Wherever the Union cannot provide a sufficient supply of available and qualified workers, then the Contractor will be entitled to hire employees from any other source. All new hires as per this section will be in accordance to Article I-Recognition, Article IV-Union Security and Article VI-Hiring.

HEAT ILLNESS PREVENTATIVE RECOVERY PERIOD

A heat illness preventative cool-down recovery period shall be made available for employees working in high heat conditions in order to prevent heat illness in accordance with CAL-OSHA requirements.

PARKING

In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the Contractor shall reimburse the employee for the reasonable cost of such parking up to a maximum of \$10 per vehicle per day upon being presented with a receipt or voucher certifying the cost thereof, such reimbursement to be made on a weekly basis or upon conclusion of the job, whichever occurs earlier.

Note: For any project bid on or prior to December 31, 2015, the Contractor may, for the duration of that project only and in no event beyond the expiration of the 2016-2018 Laborers Asbestos Agreement, avail itself of the \$5 per vehicle per day cap on parking reimbursement set forth in Section 11.1 of the 2013-2015 Laborers Asbestos Agreement.

FOREMAN

The Contractor shall employ at least one (1) foreman for each twelve (12) asbestos and lead abatement workers employed. This ratio may be expanded upon the agreement of the Union and the Contractor for a specific project. As used in this Agreement, the term "Foreman" shall include persons classified by the Contractor as "Asbestos Supervisors" if the person uses the tools of the trade or performs any work covered by the Agreement. Foremen shall be paid no less than \$1.50 per hour more than the asbestos and lead abatement worker rate set forth in Appendix A of the Agreement. No individual foreman shall have his/her current hourly wage rate reduced as a result of Section 6.7 of the Agreement.

RECOVERY WORK CONTRACT
 (for covered private asbestos abatement work – see page 6)

RECOVERY WORK CONTRACT (WORKER)

FRINGE BENEFITS:

**EFFECTIVE
1/1/16-12/31/16
PER HOUR**

Health and Welfare	\$ 4.00 (\$0.10 increase)
Pension	\$ 2.59
Vacation/Supplemental Dues*	\$ 1.70
Training	<u>\$.35</u>
 Total Fringe Benefits	 \$8.64
(Total Fringe Benefits excluding Vacation/Supplemental Dues)	(\$6.94)

*Vacation rate of \$1.70 includes Supplemental Dues of \$.80

WAGE RATES:

EFFECTIVE 1/1/16-12/31/16 <u>PER HOUR</u>	EFFECTIVE 1/1/16-12/31/16 <u>PER HOUR</u> (TOTAL TAXABLE)
\$18.25	\$19.95

FUTURE INCREASES++

1/1/17	\$0.35/hour ^^
1/1/18	\$0.70/hour ^^*****

++ Except as specified in ^^ or ***, to be allocated by the Union to: (1) Health and Welfare; (2) Pension; (3) Vacation; (4) Training and Retraining; (5) Supplemental Dues; or (6) Any combination thereof.

^^ \$0.10/hour to be allocated to Health and Welfare Trust

*** \$0.10/hour to be allocated to Pension Trust

RECOVERY WORK CONTRACT (FOREMAN)

FRINGE BENEFITS:

**EFFECTIVE
1/1/16-12/31/16
PER HOUR**

Health and Welfare	\$ 4.00 (\$0.10 increase)
Pension	\$ 2.59
Vacation/Supplemental Dues*	\$ 2.72
Training	<u>\$.50 (\$0.05 increase)</u>
 Total Fringe Benefits	 \$9.81
(Total Fringe Benefits excluding Vacation/Supplemental Dues)	(\$7.09)

* Vacation rate of \$2.72 includes Supplemental Dues of \$.90

WAGE RATES:

<u>EFFECTIVE</u> <u>1/18/16-12/31/16</u> <u>PER HOUR</u>	<u>EFFECTIVE</u> <u>1/18/16-12/31/16</u> <u>PER HOUR</u> <u>(TOTAL TAXABLE)</u>
\$22.65	\$25.37

Note: All increases for 2016 are effective as of January 1, 2016, except that the increase in the foreman's hourly wage rate shall be effective as of January 18, 2016.

FUTURE INCREASES**

1/1/2017 \$0.35^
1/1/2018 \$0.70^***

** Except as specified in ^ or ***, to be allocated by the Union to (1) Hourly wage rate; (2) Health and Welfare; (3) Pension; (4) Vacation; (5) Training and Retraining; (6) Supplemental Dues; or (7) Any combination thereof.

^ \$0.10/hour to be allocated to Health and Welfare Trust

*** \$0.10/hour to be allocated to Pension Trust

Registered Projects:

Registered projects awarded after November 30, 2012, and bid on or before December 31, 2015, shall be governed by the wage and benefit contribution rates for 2015 set forth in the 2013-2015 Recovery Work Contract, but only if the Contractor provides the Union with written evidence that the contract was, in fact, bid on or before December 31, 2015 and the Contractor sends the Union a written request, within 14 days of the effective date of the Recovery Work Contract, that the 2015 wage and benefit contribution rate be applicable to that project for its duration.

Registered Project Agreements shall remain effective for the term of the Contractor's current Laborers Asbestos Agreement with Union ("Asbestos Agreement"). The terms of the Asbestos Agreement shall apply unless otherwise expressly provided in the Recovery Work Contract.

Scope:

The Recovery Work Contract covers private asbestos, lead and toxic abatement and any other work as specified in the Asbestos Agreement in connection with the removal of asbestos, lead abatement, methane/liquid boot, soft demolition and mold remediation on private construction jobsites. All of the terms of the Asbestos Agreement, including the work coverage and subcontracting clause in paragraph 2.2(b) of the Asbestos Agreement, apply to such work except as expressly provided otherwise in the Recovery Work Contract.

- a. With respect to mold remediation only, the scope of work covered by the Recovery Work Contract shall exclude any residential project limited to (i) a single-family residence, or (ii) a multi-family residence (including a residential complex) consisting of **ten (10)** residential units or less.

- b. The Recovery Work Contract shall not be applicable to:
- (1) projects covered by any local, state or federal General Prevailing Wage Rate Determinations; or
 - (2) projects covered by a Project Labor Agreement or Project Stabilization Agreement.

Registration:

Within five (5) working days after award of asbestos abatement work within the scope of the Recovery Work Contract, the Contractor shall register in writing with Local Union 300, its intention to apply the term of the Recovery Work Contract to the jobsite. This registration shall be sent by facsimile, followed by US mail, and shall be deemed registered upon receipt of the notice by the Local Union. The Contractor shall include a list of all subcontractors to be used on the project. If the Contractor fails to give timely notice pursuant to this Section, the terms of the Recovery Work Contract shall not apply to any work performed on the jobsite.

Optional Augmentation of Wages and Benefits:

The Recovery Work Contract wage rates listed herein are minimum wage rates. Nothing in the Recovery Work Contract shall prevent the Contractor from paying any employee in excess of the wage rates set forth herein.

The subsistence payments in the Laborers' Asbestos Agreement are applicable to employees employed under the Recovery Work Contract at the Contractor's sole discretion.

Before employing any employee pursuant to the wage and benefit contribution rates set forth in the Recovery Work Contract, the Contractor shall inform the employee, in writing, of the wage and benefit package being offered to the employee.

The Contractor shall have the option of providing any unit employee employed as an Asbestos/Lead/Mold Remediation Worker under the Recovery Work Contract with a fringe benefit package beyond that set forth for that classification. In that event, the Contractor's sole option is to afford the employee precisely the same fringe benefit package as is afforded to a foreman under the Recovery Work Contract.

Increase in Minimum Wage:

In the event the minimum wage (either federal or state) is increased to \$18.25 per hour or above, the hourly wage rate (exclusive of fringe benefits) of all Asbestos/Lead/Mold Remediation Workers employed under the Recovery Work Contract shall be increased to the higher of the wage rate set forth herein or the minimum wage rate.

Overtime:

All time worked in excess of eight (8) hours per day in a five (5) day work week, or in excess of ten (10) hours in a day in a four (4) day work week and all work performed in excess of forty (40) per week shall be paid at one and one half (1 1/2) times the regular rate of pay.

Work Preservation:

The wage and fringe benefit contribution rates for work contained in this Addendum shall be applicable only if the Contractor abides by its obligations contained within the Recovery Work Contract and the Asbestos Agreement to the extent it is incorporated here. If at any time the Contractor breaches these obligations or any of them, the Contractor shall lose the benefits hereof from the date the violation occurred and for the remainder of the Asbestos Agreement. In such event, the Contractor agrees that employees performing private asbestos abatement work shall receive the wage and Trust Fund contribution rates contained in the Asbestos Agreement in effect at the time the work is performed.

LABORERS' ASBESTOS AGREEMENT TERMINATES SEPTEMBER 30, 2018.