



# LOCAL 78 ASBESTOS, LEAD & HAZARDOUS WASTE LABORERS

30 CLIFF STREET, 6th FLOOR  
NEW YORK, NY 10038-2825

Tel. (212) 227-4803  
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November 13, 2007

Re: *Successor Collective Bargaining Agreement*

To All Independent Contractors:

As I am sure you know, your company is signed to a collective bargaining agreement with Local 78 that on its face runs through November 30, 2007. The Union has been bargaining for a new agreement with the Environmental Contractors Association ("ECA") and has reached agreement with that Association on basic terms of a new contract to cover the period December 1, 2007 through November 30, 2012. The new agreement will provide a \$3.00 per hour increase in the wage and fringe benefit package effective December 1, 2007 for all handlers. In contrast, the increase for handlers working under the standard independent agreement will be \$4.25 per hour as of December 1, 2007. Please note that the ECA is considering a self-imposed increase to the Industry Advancement Fund (currently at \$0.10 per hour). This increase would be an additional cost, and would not come out of the current wage increase.

We strongly suggest you consider joining the ECA. To facilitate this we are enclosing, and suggest your company sign, a provisional agreement that would cause the company to work under the terms of the ECA agreement for 90 days (through February 2008); during which time we would hope the company would join the ECA. However, if the company did not get into the ECA before March 1, 2008, the independent agreement would thereafter apply.

Accordingly, we would appreciate your returning the enclosed documents in executed form. We have enclosed the provisional agreement, as well as the independent agreement, both of which need to be signed to effectuate the arrangement described above (the independent agreement would only apply beginning March 1, 2008 if the company did not join the ECA). We have also enclosed, for your information, a description of the principal agreements we have reached with the ECA, and a copy of the existing agreement with the ECA.

Of course, in the alternative, if you desire to continue to be bound by an independent agreement and are not interested in joining the Association, please return just the standard independent agreement in executed form. Thank you.

Sincerely,

Edison Severino  
Business Manager



**Summary of Tentative Agreements reached between Environmental Contractors Association, Mason Tenders District Council, Local 78 and Local 12A over successor agreement – as of 10.30.07 (It is understood that other issues, mainly regarding language, remain to be negotiated).**

1. Term: 5 year contract from December 1, 2007 to November 30, 2012
2. Wage and benefit increases (to be allocated by the Unions): total \$15 over five years, in five equal installments (Dec. 1, 07 and next four anniversary dates thereafter). If IAF contribution increases, it will not reduce these raises.
3. Require 8 hours of pay (and fringe benefits) for any Handler performing 6-8 hours of work on a job. Current provisions for reporting pay, and minimum 4 hours pay and benefits are not modified.
4. Clarify that premium time for work during lunch is double time. Thus, if employees work seven hours without lunch break, they shall be paid (including benefits) for 8 hours.
5. Overtime at time and a half on Sunday to commence effective June 1, 2011
6. First referral from hiring hall (of 80% Union) pursuant to its hiring hall rules (i.e. not on a request basis) shall occur at the 7<sup>th</sup> spot; and every 5<sup>th</sup> thereafter (i.e. the 12<sup>th</sup>, 17<sup>th</sup> and so on). Spots previously subject to hiring hall referral (11<sup>th</sup>, and every 5<sup>th</sup> thereafter) shall be an employer request by name (from 80% Union).
7. Additional Holiday: Good Friday.
8. Clarify Article I, Section 2 by removing reference to “asbestos and lead abatement.” In other words, Article IV defines the jurisdiction.
9. Documentation Data Base and Timely Pay.
  - a. Unions shall establish data base of the documents Handlers are required to present at the job as a condition of employment. Union shall not have obligation to verify authenticity, or otherwise assume Employer legal obligations. Contractors shall have access to such data base/documentation through a login process that enables them to print the material. The Union shall further develop an I.D. system to indicate whether a Handler has provided current documentation that is available on the system. (language and details of such processes to be worked out).
  - b. Pay day shall be changed from Thursday to Friday; except if Friday is a Holiday, payday shall be on Thursday.

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- c. Provided Handler has an I.D. indicating he has provided current documentation, he must be paid by Friday. This means if he is working Friday, he must get paid on the job by the end of the shift, and if he is not working on Friday, he must have his paycheck arrive at the Union, at his house, or be given to him, by the end of business on Friday.
- d. An Employer may employ a Handler who lacks a current I.D. for one work day. The supervisor will notify the Employer, and the Shop Steward will notify the Union, of such situation and the parties will cooperate to facilitate having the Handler provide the necessary documentation to obtain a current I.D. If the Handler does not present necessary documentation, the Employer will replace him/her on the following day, and the late payment penalty described below will not apply.
- e. Effective January 1, 2008, failure to pay a handler who has a proper I.D. (as described above) by the end of business on pay day (i.e. payment is late on Saturday) will result in a \$50 per day penalty the Employer must pay the Handler. In determining whether the penalty applies, the Union shall consider the good faith of the Employer.

Initialed

MTDC/78: \_\_\_\_\_

ECA: \_\_\_\_\_

12A: \_\_\_\_\_