STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

SCOPE OF WORK PROVISION

FOR

LABORER

Building Construction

IN

SAN DIEGO COUNTY

23-102-4

23-102-4

MASTER LABOR AGREEMENT FOR BUILDING CONSTRUCTION

Between

ASSOCIATED GENERAL CONTRACTORS OF AMERICA, SAN DIEGO CHAPTER, INC.

And

THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS FOR SAN DIEGO COUNTY

RECEIVED
Department of Industrial Relations
JUL 0 7 2003
Div. of Labor Statistics & Research
Chief's Office

JUNE 15, 2003 Through JULY 1, 2006

economic manner, to secure optimum productivity, and to facilitate the orderly performance of the work by improving efficiency and eliminating work stoppages, slowdowns, poor work practices and other interferences with the progress of the work.

SECTION 2
TERM TERMINATION AND RENEWAL

A. This Agreement shall become effective on June 15, 2003, and shall remain in full force and effect through July 1, 2006, and from year to year thereafter, unless either party give sixty (60) days written notice to the other party prior to July 1, 2006, or July 1 of any subsequent year, of its intention to amend, modify or terminate.

B. While this Agreement continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits or for any new or additional changes in conditions or benefits unless by mutual agreement.

SECTION 3
AREA COVERED

The area covered by this Agreement shall be San Diego County, California, and San Clemente Island, California.

SECTION 4
WORK COVERED BY THIS AGREEMENT

A. This Agreement shall apply to and cover all hours of employment of each employee of the Contractors, including Developers, Builders or Construction Managers and to Owner-Builders to the extent permitted by law within the territory as described in this paragraph, employed to perform or performing any construction work within the jurisdiction of the Union, as such employees and construction work are respectively defined hereafter in this Agreement in San Diego County.

B. This Agreement shall cover all work coming within the claimed jurisdiction of the Laborers' International Union of North America, including all work involved in laying and installation of pipe, to be performed at the jobsite as set forth in Article I of this Agreement.

(1) It shall cover work on building, heavy highway, and engineering construction, including the construction of, in whole or in part, or in improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles, and other facilities, including helicopters used in connection with the performance of the aforementioned work and services and including without limitation the following types or classes of work:

(2) Street and highway work, grading and paving, excavation of earth and rock, including non-destructive utility line location (hydrovac operations), grade

separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, underground communication and conduit installation, fiberoptic installation, blowing, splicing, testing and related work for telephone, T.V. or other communication transmission through underground conduit, water supply, water development, reclamation, irrigation, draining and flood control projects, water mains, pipe lines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, quarrying of breakwater or riprap stone, foundations, pile driving, piers, locks, river and harbor projects, breakwaters, jetties, dredging, tunnels, soil testing and building inspection.

(3) The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any incidental building structure, including oil or gas refineries and incidental structures, solar energy installations and appurtenances thereto, also including any grading, excavation, or similar operations which are incidental thereto, or the installation, operation, maintenance and repair of equipment, and other facilities used in connection with the performance of such building construction except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Article.

(4) All work involved in laying and installation of pipe outside of a building, structure or other work, regardless of the material used or substance conveyed.

(5) All work involved in laying and installation of pipe both outside and within sewage filtration and water treatment plants, including, but not limited to, mechanical and pressurized pipe within.

(6) All work involved in laying and installation of landscaping irrigation pipe.

(7) All work performed in the Contractor's warehouses, shops or yards which have been particularly provided or set up to handle work in connection with a job or project covered by the terms of this Agreement and all of the production or fabrication of materials by the Contractor for use on the project shall be subject to the terms and conditions of this Agreement.

(8) Repairs necessitated by defects of material or workmanship or adjustments of newly purchased and/or installed equipment or machinery will not be subject to this Agreement when such repairs and/or adjustments are made by the manufacturer thereof or his agents or employees pursuant to the terms of a manufacturer's guarantee and the Union will not hamper such manufacturer or his agents or employees on such exempted work.

(9) It is agreed that where demolition work is included under the terms of the job specifications of the General Contractor or subcontractor such work, including the salvage of the material from the buildings to be demolished, as limited by the definition of "Demolition Laborer, the Cleaning of Brick and Lumber" contained in the wage scale, shall be performed by a person, firm or corporation signatory to this Agreement.

(10) All work necessary to tend all other building trades craftsmen, including stripping of concrete forms, handling and raising of slip forms, sewer cleaners, gardening, horticulture, landscaping, trackmen (construction, maintenance and repair), cleanup of debris, grounds and buildings and all General Laborers' work. The hoisting of rods except when a derrick or outrigger operated by other than hand power is used is claimed as Laborers' work, also the erection and dismantling of scaffolding regardless of height.

(11) All work in connection with excavation for building and other construction including digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing and bracing of foundations, holes, caissons and cofferdams, manning, setting and moving all manually movable pumps.

(12) All work in connection with concrete work, including all concrete tilt-up, including chipping and grinding, patching, sandblasting, water blasting, mixing, handling, shoveling, rough strike-off of concrete, conveying, pouring, handling of the chute from readymix trucks, walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks, concrete pumps and similar type machines, grout pumps, nozzlemen, (including gunmen and potmen), vibrating, guniting and otherwise applying concrete whether done by hand or any other process; and wrecking, stripping, dismantling and handling concrete forms and false work, cutting of concrete piles and filling of cracks by any method on any surface.

(13) All work in the excavation, grading, preparation, concreting, asphalt and mastic paving, paving, ramming, curbing, flagging, traffic control by any method, and laying of other stone materials, and surfacing of streets, ways, courts, underpasses, overpasses and bridges.

(14) All work in connection with the operation of spreader boxes, such as True-Lay, Rola Pavers and Laytons or similar type models, including but not limited to shoveling and shifting material and cleaning of boxes.

(15) All work in connection with the cutting of streets and ways for all purposes, including aligning by any method, digging of trenches, manholes, etc., handling and conveying of all materials for same; concrete of same; and the backfilling, grading and resurfacing of same.

(16) All work in connection with the construction of caissons, cofferdams, subways (except as covered by the Tunnel Master Labor Agreement), aqueducts, irrigation water lines, culverts, flood controls, and both metallic and non-metallic drains and sewers, any type of conduit, no-joint pipe, including the cribbing, lagging, bracing, sheeting and checking grade for pipe laying, trench jacking and handling of hand-guided lagging hammers on all open trenches and ditches.

(17) All work in connection with the shoring and under-pinning, including cutting, fitting, placing and raising, of all structures, soldier beams and sheet beams.

(18) All work in connection with drilling, all work of loading, placing and blasting of all powder and explosives of whatever type, regardless of the method used for such loading and placing. All power drills (whether core, diamond, wagon, track, multiple unit or other) and any and all types of mechanical drills without regard to motive power, size of drill bit, or self-contained nature of the machine.

(19) All work in connection with horizontal directional drills, including operation of boring drills and electronic tracking device (locator). All helper work on water well drills.

(20) All work involved in the construction, replacement, alteration or modification of all rail lines, including salvage, demolition and take up, on main lines, siding, service lines or on any structures part of or appurtenant to such facilities, whether located on railroad, public or private property and rights of way of any sort.

(21) All signaling and rigging in connection with Laborers' work.

(22) All work in connection with the wrecking of buildings and structures as limited by the definition of "Demolition Laborer, the Cleaning of Brick and Lumber" contained in the wage scale.

(23) All work in connection with the slinging, handling and placing of all riprap, rock and stone on highways, jetties, retaining walls or wherever used, wrecking yards and wrecking work on construction and/or razing sites.

(24) The operation of remote controlled robotic equipment in connection with Laborers' work.

(25) Mechanically stabilized earthen wall construction and installation.

(26) All work on precasting or prefabrication at the construction project site or at a precast or prefabrication yard specifically established and operated for that one particular construction job.

(27) All stocking and distribution of drywall material after it has been delivered to the jobsite; general cleanup of drywall scrap, framing scrap, lathing scrap, roofing scrap, plastering scrap, electrical scrap and associated materials; jobsite distribution of all appliances, ranges and furniture as well as cleanup work associated therewith.

(28) The installation of all forms of wire and metal fencing including chain link, V-mesh, rectangular and square mesh fabrics, revetments, wire netting and barb wire, baseball backstops, tennis courts, cribs, cages, window guards and safety screens, interior and exterior. All screens including panels of metal, fiberglass, glass or synthetic materials. Metal corrals, pens, runs or enclosures. Metal and wood guard rail, road markers and street signs. Post and cable or chain fences or barriers. Installation of recreational game equipment including swings, slides, climbing structure, basketball

backstops, net post and bars. Installation of metal gates and mechanical operators. Balcony railings where wire mesh, metal or wood panels are involved. Flag poles and street subdivision identification sign posts. All post hole drilling or excavation and the driving of fence posts for the work described above.

C. Classifications listed in this Agreement which are not listed under this Section shall be included in the coverage and description of Laborers' work claimed just as though incorporated in full in this Section. This does not restrict the Laborers from performing other work.

D. It is agreed that work covered by the following Union agreements: Plaster Tenders, Brick Tenders, Horizontal Directional Drilling, Slurry and Striping (referred to as "Satellite Agreements") are a part of the work description covered by this Agreement and are a part of the bargaining unit work covered by this Agreement. To the extent that any work covered by such agreement is encompassed by any construction agreement being performed by or let to the Contractor, such other wages, hours and economic terms of employment shall be considered a part of this Agreement by reference. If the Union has a Satellite Agreement for San Diego County only, that Satellite Agreement shall apply to the work. If the Union has no Satellite Agreement covering San Diego only, the Union's Satellite Agreement covering the Southern California area shall apply to the work in San Diego County, including the provisions for wages and fringe benefit contributions. It is agreed that the foregoing work is unit work and as such the subcontracting provisions of Section 27 shall be applicable to such work.

E. This Agreement shall not prevent the Contractor from negotiating or making agreements with the Laborers' Union for any work or classification not covered by this Agreement.

F. Whenever any work covered by this Agreement is to be eliminated or modified by the introduction of any new machine, mechanized process, new or different materials, or new or different method or technology with respect to the performance of such work, persons employed under this Agreement and subject thereto, will be given preference for employment and will be assigned such work where it is not in conflict with International jurisdictional agreements with respect to such new machine, mechanized process, new or different material, or new or different method or technology; and the use of any such new machine, mechanized process, new or different material, or new or different method or technology shall be subject to and covered by this Agreement, regardless of the nature, size or characteristics of such new machine, mechanized process, new or different material, or new or different method or technology.

G. Manhole building shall be performed by bargaining unit employees qualified to perform manhole building. The Contractor may subcontract such work to a licensed contractor whose bargaining unit employees shall perform such work. Such subcontract shall in all ways comply with the article of this Agreement dealing with subcontracting. Bargaining unit employees shall receive wages and benefits equivalent to or greater than those contained in this Agreement for unit employees performing such work. In

either case the bargaining unit employees shall receive benefits for actual hours worked, as per Section 26, of this Agreement.

H. Work involved in laying and installation of pipe which is covered by this Agreement shall include, but shall not be limited to:

(1) All work incidental to the laying of pipe, the unloading, handling and distribution of all pipe, fittings, tools, materials and equipment, and laser beam operation.

(2) Industrial pipe fitting in connection with Laborers work.

(3) All inside pipe coating or lining by any method including joint finishing; pipe bursting.

(4) Welding, certified or otherwise in connection with laborers' work.

(5) Installation of low voltage automatic irrigation and lawn sprinkler systems, including but not limited to installation of automatic controllers, valves, sensors, master control panels, display boards, junction boxes and conductors including all components thereof.

(6) Installation of valve boxes, thrust blocks, both precast & poured in place, pipe hangers & supports incidental to installation of the entire piping system.

(7) Start-up testing, flushing, purging, water balancing, placing into operation all piping equipment, fixtures and appurtenances installed under this Agreement.

(8) Any line inside a structure which provides water to work covered by this Agreement, including piping for ornamental pools and fountains when done in conjunction with landscaping.

(9) All piping for ornamental stream beds, waterways and swimming pools.

(10) All piping for sewers and drain lines and all preparation on the jobsite allied directly thereto, including fabrication, replacement, repair and service of such installations.

(11) All temporary irrigation and lawn sprinkler systems, all temporary water lines.

(12) All decorative landscaping, such as decorative pools, ponds, reflecting units, hand grade landscaped areas, finish grade, spread top soil, build mounds, trenching by normal methods, backfill trenches, seed lawns, lay sod, use of ground cover such as flatted materials, riprap, gravel & rock, crushed rock, pea gravel and all other landscapable ground covers, installation of header boards and mowing edges, soil preparation such as wood shavings, fertilizers (organic, chemical or synthetic), top

dress ground cover areas with bark or any wood, residual or other specified top dressing.

I. All work in connection with the handling, control, removal, abatement, encapsulation or disposal of asbestos and/or toxic waste. The work tasks shall include, but not be limited to, the erection, moving, servicing and dismantling of all enclosures, scaffolding, barricades, etc., and the operation of all tools and equipment used in the handling, control, removal or disposal of asbestos and toxic waste; as well as the bagging, cartoning, crating, or otherwise packaging of materials for disposal.

SECTION 5
UNION RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all employees employed to perform work covered by this Agreement. The Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, superintendents, assistant superintendents, master mechanics, timekeepers, messengers, office workers or any employee of the contractor above the rank of foreman.

SECTION 6
OBLIGATIONS OF EMPLOYER

A. This Agreement is binding upon the Employer regardless of whether or not it changes the name and style of address of its business, if the Employer continues to perform work covered under Section 4 of this Agreement. An Employer shall include any firm, partnership company, or corporation or other business organization excluding developer, in which such Employer has a majority ownership interest. The Employer shall give notice in writing to the Union of any intent to change the name, style or address of its business, or to perform business under more than one name or style or at more than one address, prior to the adoption of a new or different name, style or address, or the addition of new names or styles or addresses, as specified herein.

B. The Employer shall continue to be bound by the terms of this Agreement under the new name or method of operation, including a partnership or corporation in which it has majority control or interest, until such time as it terminates the Agreement in accordance with the provisions of Section 2 of this Agreement.

SECTION 7
EXISTING AND OTHER AGREEMENTS

A. All existing labor agreements between the Employer and the Union for work covered by this Agreement are hereby canceled by mutual consent. This Agreement is a building construction agreement.