STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

SCOPE OF WORK PROVISION

FOR

HOUSEMOVER (LABORER)
(ALL CLASSIFICATIONS)

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

MEMORANDUM OF AGREEMENT

HOUSEMOVERS MASTER LABOR AGREEMENT

1992-1994

The undersigned parties to this Memorandum of Agreement agree to amend the 1992-1995 Housemovers' Agreement between the Associated General Contractors of California, Inc., and the Southern California District Council of Laborers and Laborers Local Union 507 as follows:

1. Effective July 1, 1992 thru June 31, 1994.

2. Wages: All wages frozen for the duration of the Agreement.

3. Fringes: Effective 1/1/93

Rate closed on 2/19/94 - Effective 3/1/94

Health and Welfare	$4.00
Pension	$3.14
Vacation	$1.05*
Center for Contract Compliance	$ .08
Contract Administration Fund	$ .03

*Includes supplemental dues if so authorized.

4. Eliminates premium pay for hours after 11:00 P.M. thru 5:00 A.M. as provided in Article XI B.1.

Agreed to this 14th day of January, 1993.

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA

SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

Laborers Local 507

RECEIVED
Department of Industrial Relations
SEP 20 1993
Div. of Labor Statistics & Research
Chief's Office

1989 - 1992

HOUSEMOVER'S AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 1989 by and between signatory members of the Associated General Contractors of California, Inc. hereinafter referred to as the Contractors.

and

The Southern California District Council of Laborers and Laborers Local 507, who are affiliated with the Laborers' International Union of North America, AFL-CIO, having jurisdiction over the work covered by this Agreement, hereinafter referred to as the Union.

PURPOSE

The Contractor is engaged in the business of moving various structures in Southern California. In the performance of its contracting operations the Contractor is employing, and will employ workmen. It is the desire of the parties to establish uniform rates of pay, hours of employment and working conditions for workmen employed by the Contractors and to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes or grievances between the parties hereto, to the end that the Contractor is assured continuity of operation and workmen are assured continuity of employment.

ARTICLE I

General Provisions

The term Association shall refer to the Associated General Contractors of California, Inc.

The term Employer (or Contractor) shall refer to a person, firm or corporation party to this Agreement.

The term Union means the Southern California District Council of Laborers and its affiliated Local Union, Laborers Local Union No. 507.

The term Employee (or Employees) means the employed person or persons.

The term Workmen means persons in the Labor market not employed.

ARTICLE II

Recognition of Bargaining Representatives

A. The Union hereby recognizes and acknowledges that the Association is the exclusive bargaining representative for its members present and future who are or who become signatory to this Agreement for the purpose of collective bargaining with relation to the employees and the work covered by this Agreement and agrees that during the terms of this Agreement it will not negotiate or enter into any agreement with such signatory members of the Association relative to part or all of the subject matter covered by this Agreement.

B. This Agreement shall be binding upon each and every eligible signatory member of the Associated General Contractors of California, Inc. with the same force and effect as if this Agreement were entered into by each member individually. Signatory members of the Associated General Contractors of California, Inc. shall remain jointly and severally liable under this Agreement for the term of the Agreement irrespective of whether he shall resign or be suspended from the Association prior to the expiration date of this Agreement, and such liability shall survive the termination or suspension of membership and remain in force during the term of this Agreement, provided, however that as to such former or suspended member, the provisions of Article XV shall not be applicable or in force from and after the time when a member resigns or is suspended from the Association.

C. The Association and the Employer hereby recognize the Union who is signatory hereto as the sole and exclusive collective bargaining representative of all employees of the Contractor signatory hereto over whom the Union has jurisdiction, as such jurisdiction is defined by the Building and Construction Trades Department of the AFL-CIO as of the date of this Agreement. It is understood that 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, civil engineers and their helpers, superintendents, assistant superintendents, master mechanics, timekeepers, messenger boys, office workers or any employees of the Contractor above the rank of craft foreman.

ARTICLE III

Coverage and Description

A. Geographical Coverage: This Agreement shall apply to the area generally known as the Eleven Southern California Counties: namely, Los Angeles, Orange, San Bernardino, Riverside, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, Inyo and Mono. This Agreement shall also apply to the

offshore islands of Southern California: Namely, Richardson Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, Santa Cruz Island, Arch Rock, and any man-made or artificial islands offshore the Southern California Counties and shall apply to and cover all employees of the Contractor employed to perform or performing, the preparation of, raising, movement by use of trucks, dollies or rollers, and the lowering of any type of structure within the jurisdiction of the Union.

ARTICLE IV

Conflicting Contracts

A. In the event the Union establishes special conditions for work covered by this Agreement, those special conditions shall be made available to the Contractor or individual Contractors who wish to perform the designated work in the same locality as provided for in that immediate Area Agreement as defined herein. The provision of this paragraph will not apply to Special Project Agreements which may be negotiated in any area to this Agreement.

B. The Union will promptly notify the Employer in writing of any amendment, modification, exception or addendum of this Agreement which might be negotiated in any area covered by this Agreement between the Union, an individual employer or group of individual employers.

ARTICLE V

SUBCONTRACTING, EMPLOYEE RIGHTS, UNION STANDARDS AND WORK PRESERVATION

A. The purposes of this Article are to preserve and protect work opportunities normally available to employees and workmen covered by this Agreement, maintenance and protection of standards and benefits of employees and workmen negotiated over many years, and preservation of the right of Union employees, employed hereunder, from being compelled to work with non-union workmen.

B. Definition of Subcontractor. A subcontractor is defined as any person (other than an employee covered by this Agreement), firm or corporation, holding a valid state contractor's license where required by law, who agrees orally or in writing to perform, or who in fact performs for or on behalf of an individual Contractor, or the subcontractor of an individual Contractor, any part or portion of the work covered by this Agreement.

C. Neither the Contractor nor any Subcontractor on the

jobsite will subcontract any work to be done at the site of construction, alteration, painting or repair of a building, structure or other work, except to a person, firm or corporation, party to a current labor agreement with the Union, or the basic crafts; namely, the Carpenters, Cement Masons, Operating Engineers, and Teamsters who are also party to an agreement covering the particular work generally recognized as the jurisdiction as defined by the Building and Construction Trades Department.

D. The Contractor shall provide in his contract with the subcontractor the following provisions: "The subcontractor accepts and agrees to be bound by the procedures for settling jurisdictional disputes as set forth in Article X of this Agreement. The subcontractor agrees that he will bind his subcontractor to said procedures in the same manner and to the same effect as provided with respect to him."

E. The Contractor and his subcontractors shall have freedom of choice in the purchase of material, supplies and equipment, except that every reasonable effort shall be made by the Contractor and his subcontractors to refrain from the use of materials, supplies and equipment, which use will tend to cause any discord or disturbance on the project.

ARTICLE VI

Miscellaneous

A. Repairs:

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 Agrement 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.

B. Employees will be accountable to the employer for hand tools which are issued by the employer. The employee shall sign for receipt for such hand tools and on signed authorization the reasonable value of tools, not to exceed one hundred dollars ($100.00) during a twelve month period, may be deducted from the employee's pay check. Any dispute in connection with this provision shall be referred to the Grievance and Arbitration procedure of this Agreement.

ARTICLE VII