STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

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

August 22, 2004

NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SOUTHERN CALIFORNIA LABORERS' GENERAL PREVALING WAGE DETERMINATION

The classifications and type of work listed below, as identified in the Laborers 2003-2006 Master Labor Agreement, Memorandum of Agreement by and between Southern California District Council of Laborers and Associated General Contractors of California, Inc., Building Industry Association of Southern California, Inc. and Southern California Contractors Association, were not published or recognized by the Department of Industrial Relations in the August 22, 2004 issuance of the Southern California Laborers' general determination, SC-23-102-2-2004-1. The rates associated with these unrecognized classifications **SHALL NOT** be applied or used on public works projects for the associated type of work.

The Department of Industrial Relations has not recognized the amendments under Article 1 in the attached Memorandum of Agreement. The following classifications have not been adopted for public works projects:

Group 1
Certified Confined Space Laborer
Concrete Curb and Gutter Laborer
Environmental, Remediation, Monitoring Well, Toxic waste, Geotechnical Drill Helper
Expansion Joint Caulking by any method (including preparation and clean-up)
Laborer, Concrete
Laborer, Asphalt-Rubber Material Loader
Traffic Control Pilot Truck, Vehicle Operator in connection with all Laborers' work

Group 2
Grout Man (including forming, pouring, handling, mixing, finishing and cleanup of all types of grout)
Irrigation Laborer

Group 3
Asphalt Installation of all fabrics
Bushing Hammer
Guardrail Erector/Guardrail Builder
Shot Blast Equipment Operator (8 to 48 inches)
Small Skid Steer Loader

Group 4
Concrete Handworking by any method or means
Industrial Pipefitter
Installer of Subsurface Instrumentation, Monitoring Wells, or Points, Remediation Systems Installer

Group 5
Environmental, Remediation, Monitoring Well, Toxic Waste and Geotechnical Driller
Directional Boring Drill Operator/Horizontal Directional Boring Driller

Group 6
Boring System Electronic Tracking Locator/Horizontal Directional Drill Locator

STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
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ADDRESS REPLY TO:
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SCOPE OF WORK PROVISIONS

FOR

LABORER AND RELATED CLASSIFICATIONS

IN

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

23-102-2
For Projects on/after
9/01/2003

MEMORANDUM OF AGREEMENT

By and between

Southern California District Council of Laborers

And

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., BUILDING INDUSTRY ASSOCIATION OF SOUTHERN CALIFORNIA, INC., AND SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION

Changes from the 2000-2003 Master Labor Agreement

RECEIVED
Department of Industrial Relations
JUL 31 2003
Div. of Labor Statistics & Research
Chief's Office

July 14, 2003

Additions reflected in bold underline, ~~Strikeout items indicate deletions~~

1. **Term of Agreement**

   All dates to conform with three (3) year agreement effective July 1, 2003, through June 30, 2006

2. **Amend Article I (General Provisions), Paragraph A (3) to reflect**

   (3) The term "Union" as used herein, shall refer to the Southern California district Council of Laborers and its affiliated Local Unions which have jurisdiction over the work in the territory covered by this Agreement. **The term "Local Union," as used herein, shall refer to a local Union affiliated with Southern California District Council of Laborers, which has jurisdiction over the work in the territory covered by the agreement.**

3. **Amend Article 1 (Coverage), Paragraph B (5)(d), to reflect**

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

4. **Amend Article 1 (Coverage), Paragraph F(3), to reflect**

   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, **concrete that may be hand worked by any method or means**, conveying, pouring, handling of the chute from ready mix 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.

5. **Amend Article 1 (Coverage), Paragraph F(11), to reflect:**

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

6. **Amend Article 1 (Coverage), Paragraph F (20), to reflect:**

   The installation of all forms of ~~wire, and metal~~ fencing **of any type or material** 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. **The loading, moving and unloading of fencing materials.**

7. **Amend Article 1 (Coverage), Paragraph F NEW ITEM (21), to read:**

   Installation and cutting of pavers and paving stone.

8. **Amend Article 1 (Coverage), Paragraph F NEW ITEM (22), to read:**

   Operation of all small skid steer loaders.

9. **Amend Article 1 (Coverage), Paragraph I, to reflect:**

   It is agreed that work covered by the following agreements: Plaster Tenders, Brick Tenders, Tunnel, Gunite, Housemovers, **Horizontal** Directional **Drill,** ~~Boring,~~ Striping and Landscape are a part of the work description covered by the 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. It is agreed that the foregoing work is unit work and as such the subcontracting provisions of Article V shall be applicable to such work.

10. **Amend Article 1 (Coverage), Paragraph L (Housekeeping), to reflect:**

    In the last sentence change Paragraph ~~M~~ to ***N***

11. **Amend Article 1 (Coverage), New Paragraph O to read:**

    All work in connection with traffic control, including but not limited to flagging, signaling, *assisting in the moving and installation of* barriers and barricades, safety borders and all equipment; operation of pilot trucks.

12. **Amend Article 1 (Coverage), New Paragraph P to read:**

    All work in connection with geotechnical, toxic or hazardous waste, environmental remediation, environmental investigation, anode or cathodic protection drilling, including but not limited to helper, drilling

crew foreman, operation of geotechnical or environmental drills and development equipment without regard to motive power, size of drill bit or gig, type of method of drilling or self contained nature of the machine. Drills include but are not limited to Central Mine Equipment (CME), Foremost, Geoprobe or other similar makes.

13. **Amend Article III (Dispatching Procedures, Hiring Hall Provisions), Paragraph A(6)(Group A), Revise to read:**

    Group A: Applicants whom a Contractor requests by name who have been laid off or terminated from employment of the type covered by this Agreement in the area served by the employment facility within five (5) years before a request from the same Contractor or a joint venture of which one (1) or more members is a former employer, who laid off or terminated them provided they are available for employment. This provision shall also apply to individual employers wishing to rehire employees of a joint venture of which the individual employer was a member. ~~Students who have graduated from the school operated by the laborers' Training and Retraining trust for Southern California shall enjoy Group A standing for one (1) year from date of successful graduation in the area of the employment facility nearest their place of residence at the time of entry into the school; provided, however, that the number of such graduates so employed on any job by any Contractor shall not exceed twenty-five (25%) percent of the total number of bargaining unit employees, without prior consent of the Union.~~

14. **Article III (Dispatching Procedures, Hiring Hall Provisions), Paragraph A(6)(Group D), Revised to read and add deleted language to side letter**

    All other applicants ~~other than trainees~~ whose names are entered on the employment list of the registration facility and who are available for employment. Workmen in Group D shall be referred on a first-in, first-out basis; that is, the first man registered in that group shall be the first man referred.

15. **Article III (Dispatching Procedures, Hiring Hall Provisions), Paragraph A(6)(Group E), Delete**

    ~~Group E: Entry Level Laborers shall be listed separately from all other workers, and shall be dispatched in the order in which their names appear on the list.~~

16. **Article III (Dispatching Procedures, Hiring Hall Provisions), Paragraph A(6)(Apprentices), Revise to read:**

    The Local Union, through the Joint Apprenticeship Committee, shall dispatch Apprentices **from a separate list on a first-in, first-out basis: that is, the first person registered in that group shall be the first person referred; provided, however, a Contractor may request an Apprentice by name and**

Southern California District Council of Laborers

Mike Quevedo, Jr.
Business Manager

7-30-03
Date

Associated General Contractors of California, Inc.

Claire McChristy
Director of Industrial Relations, Southern California

7/29/03
Date

Building Industry Association of Southern California, Inc.

Pamela Ackrich
Labor Relations Director

7/26/03
Date

Southern California Contractors Association

Jere Meacham
Director of Labor Relations

25 July 2003
Date

RECEIVED
Department of Industrial Relations

JUL 3 1 2003

Div. of Labor Statistics & Research
Chief's Office

STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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ADDRESS REPLY TO:
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San Francisco CA 94142-0603

December 20, 2002

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

A public works hearing decision issued on December 2, 2002, and received by the Division of Labor Statistics and Research on December 16, 2002, confirms that the minimum rate of pay for horizontal directional drilling work in Southern California (including San Diego County) is the rate of an Operating Engineer, not a Laborer.

Therefore, the following Laborer classifications for horizontal directional drilling work are hereby rescinded and are not applicable to public works projects advertised for bids on or after December 20, 2002:

***Southern California (excluding San Diego County): Determination SC-23-102-2-2002-3 (Page 13)**

Directional Boring Drills Operator (Group 5)
Boring Systems Electronic Tracking Locator (Group 6)

San Diego County: Laborer (Engineering Construction) Determination SD-23-102-3-2002-2 (Page 30)

Horizontal Directional Driller Operator (Group 4)
Horizontal Directional Drilling System Electronic Tracking Locator (Group 5)

For public works projects advertised for bids on or after December 20, 2002, ***please use the following Operating Engineers' classifications*** for horizontal directional drilling work in Southern California and in San Diego County:

***Southern California (excluding San Diego County): Determination SC-23-63-2-2002-1 (Page 7)**

Horizontal Directional Drilling Machine (Group 4)
Boring System Electronic Tracking Locator (Group 4)

San Diego County: Determination SD-23-63-3-2002-1 (Page 25)

Horizontal Directional Drilling Machine (Group 4)
Boring System Electronic Tracking Locator (Group 4)

*Southern California Counties include Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura.

STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
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August 22, 2001

NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SOUTHERN CALIFORNIA LABORERS' GENERAL PREVAILING WAGE DETERMINATION

The following classifications, which are part of the Master Labor Agreement between the Southern California District Council of Laborers and the Associated General Contractors of California, Inc., the Building Industry Association of Southern California Inc., and the Southern California Contractors Association, were not published or recognized by the Department of Industrial Relations in the August 22, 2001 issuance of the Southern California Laborers' general determination, SC-23-102-2-2001-2. The rates associated with these unrecognized classifications **SHALL NOT** be applied or used on public works projects for the associated type of work :

Group I

Laborer, Asphalt-Rubber Material Loader

Group IV

Industrial Pipefitter in connection with Laborers work

MEMORANDUM OF AGREEMENT

by and between

Southern California District Council of Laborers

and

**ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.,
BUILDING INDUSTRY ASSOCIATION OF SOUTHERN CALIFORNIA, INC., AND
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION**

Changes from the 1997-2000 Master Labor Agreement

RECEIVED
Department of Industrial Relations

JUL 31 2000

Div. of Labor Statistics & Research
Chief's Office

July 28, 2000

LABORERS 2000-2003 MASTER LABOR AGREEMENT

1. **Term of Agreement** All dates to conform with three (3) year agreement effective July 1, 2000, through June 30, 2003

2. **ECA** Delete ***Engineering Contractors' Association (ECA)*** from the Masthead, as a party to the Master Labor Agreement

3. **Amend Article I (COVERAGE), Paragraph B(5)(b) to reflect (Additions shown in italics):**

   (b) 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, dikes, river and harbor projects, breakwaters, jetties, dredging, tunnels, soil testing and building inspection.

4. **Amend Article I (COVERAGE), Paragraph F(3) to reflect (Additions shown in italics):**

   3. 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.

5. **Amend Article I (COVERAGE), Paragraph F(4) (NEW): Insert language as follows, and renumber successor paragraphs accordingly (Additions shown in italics):**

   4 Installation and application of epoxy.

6. **<u>Amend Article I (COVERAGE), Paragraph F(10) to reflect</u> (Additions shown in italics):**

   ~~9.~~***10.*** 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.***

7. **<u>Amend Article I (COVERAGE), Paragraph F(11) (NEW):</u> Insert language as follows, and renumber successor paragraphs accordingly (Additions shown in italics):**

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

8. **<u>Amend Article I (COVERAGE), Paragraph F(16) (NEW):</u> Insert language as follows, and renumber successor paragraphs accordingly (Additions shown in italics):**

   16. The operation of remote controlled robotic equipment in connection with Laborers' work.

9. **<u>Amend Article I (COVERAGE), Paragraph F(17) (NEW):</u> Insert language as follows, and renumber successor paragraphs accordingly (Additions shown in italics):**

   17. Mechanically stabilized earthen wall construction and installation.

10. **<u>Amend Article I (COVERAGE), Paragraph I to reflect</u> (Additions shown in italics, deletions shown as strike-outs):**

I. It is agreed that work covered by the following agreements: Plaster Tenders, Brick Tenders, Tunnel, Gunite, Housemovers, ~~Fence~~ ***Directional Boring*** ,Striping and Landscape 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. It is agreed that the foregoing work is unit work and as such the subcontracting provisions of Article V shall be applicable to such work.

11. **<u>Amend Article I (COVERAGE), Paragraph M(1) to reflect</u> (Additions shown in italics):**

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.***

12. **<u>Amend Article I (COVERAGE), Paragraph M(2) (NEW):</u> Insert language as follows, and renumber successor paragraphs accordingly (Additions shown in italics):**

2 Industrial pipe fitting in connection with Laborers work.

13. **<u>Amend Article I (COVERAGE), Paragraph M(3) (NEW):</u> Insert language as follows, and renumber successor paragraphs accordingly (Additions shown in italics):**

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

14. **<u>Amend Article I (COVERAGE), Paragraph M(4) (NEW):</u> Insert language as follows, and renumber successor paragraphs accordingly (Additions shown in italics):**

4. Welding, certified or otherwise in connection with Laborers' work.

15. **<u>Amend Article III, to reflect</u> (Additions shown in italics, deletions shown as strike-outs) Delete and insert language as follows:**

A. In the employment of workmen for all work covered by this Agreement, the following provisions shall govern:

1. Each Local Union shall establish and maintain an employment facility at which it shall establish and maintain an open and non-discriminatory employment list for the use of applicants for employment in the geographical area serviced by that employment facility.

2. Applicants shall be registered on the employment list in the order of time and date of registration. There shall be five (5) groupings in the out-of-work list as hereinafter more particularly described.

3. Each applicant for employment shall be required to furnish such data, records, names of employers, length of employment or other information as may be considered necessary to the operation of said employment lists and each applicant shall complete prior to registration such forms for recording such information as may be submitted to him. Applicants shall list any special skills which they may possess.

4. The Contractor shall first call the employment facility servicing the geographical area in which the project is located on which employees are needed and that employment facility shall immediately dispatch to the Contractor the number of qualified and competent applicants of the classifications needed and requested by the Contractor. The employment facility shall dispatch workmen strictly in accordance with the provisions of this Agreement.

5. It shall be the responsibility of the Contractor, when ordering men, to give the employment facility all of the pertinent information regarding the prospective employment.

23-52-2

RECEIVED
Department of Industrial Relations
AUG 07 1997
Dept. of Labor Statistics & Research
Chief's Office

MASTER LABOR AGREEMENT

between

SOUTHERN CALIFORNIA GENERAL CONTRACTORS, INC.

and

THE SOUTHERN CALIFORNIA

DISTRICT COUNCIL OF LABORERS

This Agreement entered into this first day of **July 1997**, by and between the **Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Engineering Contractors' Association and the Southern California Contractors Association, Inc.**, on behalf of their respective eligible members, hereinafter referred to as the **CONTRACTORS;** and, the **Southern California District Council of Laborers affiliated with Laborers' International Union of North America, AFL-CIO**, on behalf of itself and on behalf of its affiliated Local Unions which have jurisdiction over the work in the territory hereinafter described, all affiliated with the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations; hereinafter referred to as the **UNION.**

PURPOSE

The Contractors are engaged in construction work in Southern California and, in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

5. The term "Employee(s)" as used herein, shall refer to the employed person, or persons, working in the jurisdiction covered by this Agreement.

6. The term "Superintendent" as used herein shall refer to an employee who does not work with the tools of the trade and who may supervise employees working at the trade.

7. All personal nouns and pronouns refer to the male and female gender.

B. COVERAGE

1. 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 the area known as Southern California and more particularly described as the Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and in addition: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument.

2. This Agreement is made for and on behalf of and shall be binding upon all eligible persons, firms or corporations who at the time of execution of this Agreement are, or during the term hereof become, eligible members of the Associations.

3. Each individual Contractor, whether corporate or other legal entity, or its successor, shall be liable under, subject to and bound by this Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours and working conditions in the area covered by this Agreement.

4. This Agreement is separate and distinct from and independent of all other Agreements entered into between the Union and other Contractor organizations, irrespective of any similarity between this Agreement and any such other Agreements, and no acts or things done by the parties to such Agreements or notices given pursuant to the provisions hereof, shall change or modify this Agreement or in any manner affect the contractual relationships of the parties herein, except as otherwise provided in the Article covering existing and other Agreements.

5. 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.

(a) 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:

(b) Street and highway work, grading and paving, excavation of earth and rock, grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, 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, dikes, river and harbor projects, breakwaters, jetties, dredging, tunnels, soil testing and building inspection.

(c) The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any 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.

(d) 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.

(e) 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.

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

6. 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.

C. 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 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.

D. Demolition

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.

E. 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.

F. Subject to the preceding paragraph, and subject to Paragraphs I and K of this Article, it is agreed that Laborers work shall include but not be limited to:

1. 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.

2. 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.

3. All work in connection with concrete work, including all concrete tilt-up, including chipping and grinding, sandblasting, water blasting, mixing, handling, shoveling, 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.

4. 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.

5. 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.

6. 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.

7. 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.

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

9. 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.

10. 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.

11. All signaling and rigging in connection with Laborers' work.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

G. 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 Article. This does not restrict the Laborers from performing other work.

H. Any Contractor not signatory to both the Laborers' Tunnel Agreement and the Master Labor Agreement shall agree that whenever work is performed which is covered by the terms of the Laborers' Tunnel Master Agreement for the Eleven Southern California Counties, the provisions of that Agreement shall be fully applicable to and binding upon the individual Contractor.

I. It is agreed that work covered by the following agreements: Plaster Tenders, Brick Tenders, Tunnel, Gunite, Housemovers, Fence, Striping and Landscape 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. It is agreed that the foregoing work is unit work and as such the subcontracting provisions of Article V shall be applicable to such work.

J. 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.

K. 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.

L. 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 Article XVIII, Paragraph M, of this Agreement.

M. 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.

2. 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.

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

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

5. 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.

6. All piping for ornamental stream beds, waterways and swimming pools.

7. 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.

8. All temporary irrigation and lawn sprinkler systems, all temporary water lines.

9. 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.

N. 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.

ARTICLE II

Union Recognition

A. The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by 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 class of employees: executives, superintendents, assistant superintendents, master mechanics, time keepers, messenger boys, office workers or any employees of the Contractor above the rank of craft foreman. Employees and persons employed to perform work covered by this Agreement specifically include Craft Foremen.

B. The Union recognizes the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Engineering Contractors' Association and the Southern California Contractors Association, Inc., as the sole and exclusive bargaining representatives for their respective eligible members, present and future, who are or who become bound by this Agreement and agree that during the term of this Agreement it will not negotiate or enter into any agreement with such individual members of the Associations relative to part or all of the subject matter covered by this Agreement.

J. Laborers' Hourly Wage Scales

July 1, 1997, $0.67 allocated as follows:

$0.47 to Wages
$0.17 to Pension
$0.02 to Center for Contract Compliance
$0.01 to Training & Retraining

Classifications	07/01/97	07/01/98	07/01/99
GROUP I	$17.43	$0.50†	$0.45†

Boring Machine Helper (outside)
Cleaning and Handling of Panel Forms
Concrete Screeding for Rough Strike-Off
Concrete, Water Curing
Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber
Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers
Flagman
Gas, Oil and/or Water Pipeline Laborer
Laborer, General or Construction
Laborer, General Cleanup
Laborer, Landscaping
Laborer, Jetting
Laborer, Temporary Water and Air Lines
Material Hoseman (Walls, Slabs, Floors and Decks)
Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete
Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction Track Laborers
Rigging and Signaling
Scaler
Slip Form Raisers
Slurry Seal Crews (Mixer Operator, Applicator Operator, Squeegee Man, Shuttle Man, Top Man), Filling of Cracks by any method on any surface
Tarman and Mortar Man
Tool Crib or Tool House Laborer
Traffic Control by any method
Window Cleaner
Wire Mesh Pulling - All Concrete Pouring Operations

Classifications	07/01/97	07/01/98	07/01/99
GROUP II	$17.83	$0.50†	$0.45†

Asbestos Abatement
Asphalt Shoveler
Cement Dumper (on 1 yard or larger mixer and handling bulk cement)
Cesspool Digger and Installer
Chucktender
Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks
Concrete Curer - Impervious Membrane and Form Oiler
Cutting Torch Operator (Demolition)
Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction
Gas, Oil and/or Water Pipeline Wrapper Pot Tender and Form Man
Guinea Chaser
Headerboard Man - Asphalt
Laborer, Packing Rod Steel and Pans
Membrane Vapor Barrier Installer
Power Broom Sweepers (small)
Riprap, Stonepaver, placing stone or wet sacked concrete
Roto Scraper and Tiller
Sandblaster (Pot Tender)
Septic Tank Digger and Installer (leadman)
Tank Scaler and Cleaner
Tree Climber, Faller, Chain Saw Operator,
Pittsburgh Chipper and similar type Brush Shredders
Underground Laborers, including Caisson Bellower

Classifications	07/01/97	07/01/98	07/01/99
GROUP III	$18.03	$0.50†	$0.45†

Buggymobile Man
Concrete Cutting Torch
Concrete Pile Cutter
Driller, Jackhammer, 2-1/2 feet drill steel or longer
Dri Pak-it Machine
Gas, Oil and/or Water Pipeline Wrapper - 6" Pipe and over by any method, inside and out
High Scaler (including drilling of same)
Hydro Seeder and Similar Type
Impact Wrench, Multi-Plate
Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing) Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs, and similar mechanical tools not separately classified herein
Pipelayer's Backup Man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services
Rock Slinger
Rotary Scarifier or Multiple Head Concrete Chipping Scarifier
Steel Headerboard Man and Guideline Setter
Tampers, Barko, Wacker and similar type
Trenching Machine, Hand Propelled

Classifications	07/01/97	07/01/98	07/01/99
GROUP IV	$19.08	$0.50†	$0.45†
Asphalt Raker, Luteman, Ironer, Asphalt Dumpman and Asphalt Spreader Boxes (all types) Concrete Core Cutter (walls, floors or ceilings) Grinder or Sander Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer Head Rock Slinger Laser Beam in connection with Laborer's work Oversize Concrete Vibrator Operator, 70 pounds and over Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same Prefabricated Manhole Installer Sandblaster (Nozzleman), Porta Shot - Blast, Water Blasting Welding in connection with Laborers' Work			
GROUP V	$19.28		
Blasters Powderman - All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing Driller: All power drills, excluding Jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power Toxic Waste Removal			
Watchman	$15.44		