STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
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August 22, 2005

IMPORTANT NOTICE REGARDING
THE SAN DIEGO LABORERS' (ENGINEERING CONSTRUCTION)
GENERAL PREVAILING WAGE DETERMINATION

The classifications of work listed below, as identified in the 2004-2007 San Diego Laborers' (Engineering Construction) Master Labor Agreement by and between Associated General Contractors of America San Diego Chapter and Laborers' International Union of North America Local No. 89 were not published or recognized by the Department of Industrial Relations in the August 22, 2005 issuance of the San Diego Laborers' (Engineering Construction) general determination, SD-23-102-3-2005-1. The rates associated with these unrecognized classifications **SHALL NOT** be applied or used on public works projects for the associated type of work.

The 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

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
Shot Blast Equipment Operator (8 to 48 inches)

Group 4
Horizontal Directional Driller
Installer of Subsurface Instrumentation, Monitoring Wells, or Points, Remediation Systems Installer

Group 5
Environmental, Remediation, Monitoring Well, Toxic Waste and Geotechnical Driller
Horizontal Directional Drilling System Electronic Tracking Locator

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
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SCOPE OF WORK PROVISION

FOR

LABORER

Engineering Construction

IN

SAN DIEGO COUNTY

23-102-3

23-102-3

AGC MASTER LABOR AGREEMENT FOR ENGINEERING CONSTRUCTION ASSOCIATED GENERAL CONTRACTORS OF AMERICA SAN DIEGO CHAPTER, INC. AND LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL N0. 89

PARTIES TO AGREEMENT

This Agreement is entered into this 1st day of July 2004, by and between signatory members of Associated General Contractors of America San Diego Chapter, Inc., hereinafter referred to as the CONTRACTORS; and the Southern California District Council of Laborers, on behalf of itself and on behalf of its affiliated Local No. 89; 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 Section 3, 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.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the terms of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers.

To effectively implement the foregoing, the parties to the Agreement hereby establish a Committee composed of two (2) representatives appointed by the Southern California District Council of Laborers and two (2) representatives appointed by the Associated General Contractors of America, San Diego Chapter, Inc. This Committee will review requests for changes in the terms and conditions of the Labor Agreement

RECEIVED
Department of Industrial Relations

AUG 0 2 2004

Div. of Labor Statistics & Research
Chief's Office

SECTION 2
TERM TERMINATION
AND RENEWAL

The term of this Agreement is July 1, 2004, to June 30, 2007, and from year to year thereafter unless either the Union or the Association gives written notice received by the other not less than sixty (60) days prior to June 30, 2007, or sixty (60) days prior to June 30 of any subsequent year, of a desire to change, amend, modify or terminate the 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. 1. The Contractor may serve as a Construction Manager; Developer; Builder; or Owner-Builder. The provisions of this contract apply to the Contractor only when the Contractor is performing with his own forces the construction, alteration, modification, improvement, or repair, in whole or part of a structure, or other jobsite construction work within the recognized jurisdiction of the Union. The agreement shall apply to and cover all hours of employment of each employee performing jobsite work.

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 Association.

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 Section covering existing and other Agreements

B. This Agreement shall cover all engineering work coming within the claimed jurisdiction of the Laborers' International Union of North America, including the following:

(1) It shall cover work on 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.

(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 an incidental 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.

Subject to Paragraphs B, D and F of this Section, it is agreed that Laborers work shall include but not be limited to:

(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 incidental 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, concrete that may be hand worked by any method or means, 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) Installation and application of epoxy.

(14) 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.

(15) 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.

(16) 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.

(17) All work in connection with the construction of caissons, cofferdams, subways, 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.

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

(19). 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.

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

(21) 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.

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

(23) 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.

(24) 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.

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

(26) Mechanically stabilized earthen wall construction and installation.

(27) 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.

(28) 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.

(29) The installation of all forms of 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.

(30) Installation and cutting of pavers and paving stone.

(31) Operation of all small skid steer loaders.

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, Parking and Highway Improvement and Landscape (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. 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.

H. 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.

I. 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.

J. 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 or 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. Covered work in this paragraph and in corresponding classifications does not include accredited/licensed professional consultants..

SECTION 5
UNION RECOGNITION

A. The Contractor 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