STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
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SCOPE OF WORK PROVISIONS

FOR

LABORER (BUILDING CONSTRUCTION)

IN

SAN DIEGO COUNTY

23-102-4

MEMORANDUM OF UNDERSTANDING RE SAN DIEGO MASTER LABOR AGREEMENT BETWEEN SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION AND THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

The Southern California District Council of Laborers on behalf of its affiliated Local Union 89 and other affiliated Local Unions ("Union") and the Southern California Contractors Association, Inc. ("Association" or "Contractors") agree as follows in regard to their Master Labor Agreement for San Diego County, effective January 1, 2000 to June 30, 2004 ("San Diego MLA"):

1. Until June 15, 2001, the scope of work specified in Article I of the San Diego MLA shall be limited to building construction and shall not include heavy highway and engineering construction work. Until June 15, 2001, any wage classification set forth in Article XVIII, Section J shall only cover the specified work if it is performed in connection with building construction. These limitations on the scope of work and wage classifications shall not apply to the wage classification of slurry seal crews (Article XVIII, Section J, Group I) which shall be included in the scope of work covered by the San Diego MLA.

2. Beginning June 16, 2001, the limitations specified in this memorandum shall cease and the full scope of work specified in Article I shall become applicable.

SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION

By:

Jere Meacham

Date:

SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

By:

Mike Quevedo, Jr.

By:

Angel Sambrano, Sr.

By:

Tony Hoffman

Date: 7/31/00

LABORERS LOCAL 89

By:

Ernesto Marmolejo

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Department of Industrial Relations

AUG 0 2 2000

Div. of Labor Statistics & Research
Chief's Office

MASTER LABOR AGREEMENT

between

SOUTHERN CALIFORNIA
CONTRACTORS ASSOCIATION, INC.

and

THE SOUTHERN CALIFORNIA
DISTRICT COUNCIL OF LABORERS

FOR

SAN DIEGO COUNTY

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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 San Diego County.

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 H 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 Union agreements: Plaster Tenders, Brick Tenders, Tunnel, Gunite, Housemovers, Fence, Slurry, Striping 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 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 Southern California Contractors Association, Inc., as the sole and exclusive bargaining representative for its 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 Association relative to part or all of the subject matter covered by this Agreement.