

ALASKA LEGISLATURE COMMITTEE FILES 1985-1986 8672

3459 HLAB HB 62 - HB 63

335

REQUEST

Bill/Resolution No.: _____
Title: "An Act relating to payment of prevailing wages....."
Sponsor: Rules Committee
Requestor: Rules Committee
Date of Request: _____

FISCAL DETAIL

Agency Affected: Labor
Program Category Affected: Public Protection
BRIJ, Program or Subprogram(s) Affected: Labor Standards & Safety-Wage and Hour Administration

EXPENDITURES/REVENUES: (Thousands of Dollars)

	FY 85	FY 86	FY 87	FY 88	FY 89	FY 90
OPERATING						
100 PERSONAL SERVICES						
200 TRAVEL						
300 CONTRACTUAL						
400 SUPPLIES						
500 EQUIPMENT						
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS						
800 MISCELLANEOUS						
TOTAL OPERATING	0	0	0	0	0	0

CAPITAL						
---------	--	--	--	--	--	--

REVENUE						
---------	--	--	--	--	--	--

FUNDING: (Thousands of Dollars)

GENERAL FUND						
FEDERAL FUNDS						
OTHER						
TOTAL	0	0	0	0	0	0

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

ANALYSIS: Attach a separate page if necessary

Prepared By: Robert J. Bacolas, Sr.
Division: Labor Standards & Safety
Approved by Commissioner: Jim Robinson
Agency: Labor

Phone: 465-4870
Date: 1/10/85
Date: 1/10/85

Distribution (by Agency preparing fiscal note):
Legislative Finance
Legislative Sponsor
Requestor
Office of Management and Budget
Impacted Agency(ies)


7/1/84

Alaska MUNICIPAL League

TELEPHONES
(907) 586-1325
(907) 586-6526

105 MUNICIPAL WAY, SUITE 301
JUNEAU, ALASKA 99801

TO: House Labor and Commerce Committee

FROM: Scott A. Burgess 
Executive Director

DATE: February 4, 1985

SUBJECT: HB 62 - Prevailing Wages and Overtime

On behalf of the Alaska Municipal League it is difficult to comment in favor or in opposition to the bill; however, by request of the Committee and because of testimony provided by the Associated General Contractors (AGC) I feel I must.

"Local Construction: Local governments should have autonomy to administer local construction projects. Title 36, the Public Contracts Code, should be amended to permit local governments to establish their own notice, reporting, and prevailing wage requirements for local construction." (AML 1985 Policy Statement, p.4)

It is difficult to comment then on the amendment to Title 36 proposed in Title 36 when the League opposes the basic premise of the Statute or "Little Davis-Bacon". This opposition is founded not only on the League's philosophy of local government option but, in this case, more specifically, on the reality that the requirements of Title 36 prevent putting local people to work and training them on projects in their community. Because the prevailing rates are set on "Anchorage or urban wages", a contractor has no incentive to hire or train locally. The only alternative is for a community to carry out the project by "force account" which has also been under attack by the AGC. A Mini-Cabinet on Little Davis-Bacon was formed last year to investigate the problems local governments are having but the group headed by the Department of Labor has been inactive.

With Title 36 objections stated, HB 62 seems straight-forward except for two issues: (1) interest on retainage [AS 36.90.001]; and (2) contractor liability opposed by AGC. AS 36.90.001, which the League also opposes, requires the local government to pay interest on any fees they retain. Under Section 5 of HB 62, does or would the local government be required to pay interest on the amount withheld? The League hopes not.

Secondly, the Department of Labor's intent of HE 62 is to make sure the employee is paid for work performed without waiting for a wage claim and legal action; therefore, the bill would make it clear in the law that overtime is to be paid at the prevailing rate (not a legal issue but a clarification, presumably) by the contractor regardless of individual contract specifications. The law imposes that responsibility for an employee's wages directly on the direct employer, the contractor who bids

House Labor and Commerce Committee
February 4, 1985
Page 2

and is awarded the contract, not the client, the State or a local government. The law is to close a loophole and the amendments proposed by AGC would leave that loophole open. The Department of Labor puts the immediate liability on the contractor so an employee gets paid rather than the contracting agency because the latter (1) may not be responsible and (2) may not have the funds without a subsequent legislative appropriation. My understanding is that the liability language does not absolve the contracting agency ultimately but, as is the case now, that is a private contractual issue to be resolved in the courts between the contractor and the contracting agency. In the meantime, the employee is paid.

Whether prevailing wage rates apply on a project; e.g., not maintenance is subject to interpretation. Clarification can be requested by the contractor or the contracting agency; however, making the contracting agency/local government liable because of oversights of not quoting voluminous State statutory requirements does not seem fair, nor will it meet the intent of the proposed bill. The League also opposes any substitute of the penalty language of AS 36.10.090 of "Resident Hire".

Therefore, the requirements of HB 62 and overtime at the prevailing wage is properly the responsibility of the contractor, regardless of whether it is stated in the contract. The League opposes any responsibility, shared or otherwise, being shifted to local governments as suggested by the AGC.

Thank you for the opportunity to comment and the League urges the Committee to look into the deterrents to local hire and training of Title 36, and offers its willingness to assist the Committee to seek solutions. In the meantime, any more onerous amendments to Title 36 or restrictions to force accounts should be opposed.

INTRODUCTION OF BILLS (House), (cont'd)

Youth Hostel
Loan Fund
(establishing)

HOUSE BILL NO. 61, by Reps. M. M. Miller, Duncan and Jenkins. Establishes the Youth Hostel Loan Fund in the Dept. of Natural Resources to be administered by the Director of the Division of Parks. The Director may make loans to fund qualified organizations for the purchase, construction, or renovation of youth hostels if the organization agrees to maintain the specific guidelines established by the American Youth Hostel Association. Loans not to exceed \$100,000, at an interest rate of 2.5% to be repaid within a 25 year period. During the first five years of the loan payments would be for interest only. Does not provide for an effective date (takes effect 90 days after Governor signs bill).

Introduced January 16 and referred to the House Special Committee on State Loans, Resources, then Finance.

Payment of
Wages and
Overtime
(public
contracts)

HOUSE BILL NO. 62, by the Rules Committee by Request of the Governor. Relates to the payment of prevailing wages and the payment of overtime under public construction contracts. See letter from Governor. Does not provide for an effective date (takes effect 90 days after Governor signs bill).

Introduced January 16 and referred to Labor & Commerce, Judiciary, then to Finance.

In his message transmitting the bill to the House, Governor Sheffield stated:

Under the authority of art. III, sec. 18, of the Alaska Constitution, I am transmitting a bill that clarifies the applicability of overtime compensation statutes to work performed on public contracts, and that imposes sanctions for a contractor's failure to comply with those statutes.

The bill requires payment of time-and-a-half compensation to a worker for work in excess of eight hours a day or 40 hours a week, thus eliminating any question that employees on public construction contracts have the same overtime protections afforded all employees in the state under AS 23.10.060.

In addition to making several minor statutory changes, the bill also establishes or clarifies four other important provisions relating to the enforcement of the provisions of AS 36.05, concerning wages and hours of labor on public contracts. First, sec. 2 of the bill allows the Department of Labor to accept assignment of wage claims under the chapter and to pursue claims on behalf of a class of employees whether or not a wage assignment has been filed. The department often uncovers violations of AS 36.05, but, under existing law, is arguably precluded from collecting wages due on behalf of employees who have not requested its assistance. The amendment to AS 36.05.030(a) avoids that problem.

Second, sec. 6 of the bill provides that even if a public construction contract does not set out conditions that AS 36.05.070(c) requires to be included, these conditions are considered included in the contract. This precludes an employer from avoiding compliance with the chapter when a government agency fails to incorporate AS 36.05.070(c) in the public construction contract.

Third, sec. 8 of the bill authorizes the Department of Labor to bar persons who have failed to comply with the overtime and prevailing-wage requirements of the chapter from being awarded public construction contracts for up to three years. These persons would be entitled to the full protection of the Administrative Procedure Act (AS 44.62).

Fourth, secs. 3 and 9 of the bill authorize the attorney general to seek injunctive relief and civil penalties in

INTRODUCTION OF BILLS (House), (cont'd)

HB 62, (cont'd)

the superior court for failure to comply with AS 36.05. Under existing AS 36.05.060, violation of the chapter is a misdemeanor. This enforcement mechanism has not been effective because of the nature of the penalty and the standard of proof required in criminal cases.

Plumbing Code HOUSE BILL NO. 63, by the Rules Committee by Request of
(revising) the Governor. Revises current plumbing code. See accompanying letter. Does not provide effective date (takes effect 90 days after Governor signs bill).

Introduced January 16 and referred to Labor & Commerce.

In his message transmitting the bill to the House, Governor Sheffield stated:

Under the authority of art. III, sec. 18, of the Alaska Constitution, I am transmitting a bill relating to the plumbing code. The International Association of Plumbing and Mechanical Officials revises its minimum standards for the installation of plumbing every three years to incorporate technological advances. The 1985 edition contains the most recent revisions. The standards for the installation of solar energy are new, and the spa and hot tub standards have not previously been adopted in Alaska (the minimum standards for swimming pools were formerly included in the Uniform Plumbing Code). The 1979 code currently in effect in Alaska is outdated, and adoption of the 1985 version would bring Alaska's minimum standards into conformity with those adopted and used by the industry nationwide.

This bill also removes an anomolous provision that commands the Department of Labor to adopt the specific publications that constitute the plumbing code. The current statute leaves no discretion in the department as to whether to adopt or as to what to adopt. Thus the current adoption language is useless and the actions of the department in going through the formal adoption procedures are unnecessary. Under the amendment in the bill, the statute will simply declare what constitutes the plumbing code. This is the approach already employed for the electrical code, for example; see AS 18.60.580. Any publicity value that department adoption might have could be achieved through simpler means.

Elevator Safety HOUSE BILL NO. 64, by the Rules Committee by Request of
Standards the Governor. Revises elevator safety standards (see accom-
(revising) panying letter). Does not provide effective date (takes effect
90 days after Governor signs bill).

Introduced January 16 and referred to State Affairs.

In his letter transmitting the bill to the House Governor Sheffield stated:

Under the authority of art. III, sec. 18, of the Alaska Constitution, I am transmitting a bill relating to elevator safety standards. The American Society of Mechanical Engineers revises the safety code for installation and operation of elevators and escalators every three years to incorporate technical advances, and in 1984 it revised the 1981 code. Current state law, which adopts the 1981 version, is therefore outdated, and should be amended to bring Alaska's minimum standards into conformity with those accepted and used by the industry nationwide.

STATE OF ALASKA

DEPARTMENT OF LABOR

OFFICE OF THE COMMISSIONER

BILL SHEFFIELD, GOVERNOR

P.O. BOX 1149
JUNEAU, ALASKA 99802
PHONE: (907) 465-2700

January 30, 1985

The Honorable Mike Navarre
Chairman
Labor and Commerce Committee
House of Representatives
Pouch V
Juneau, AK 99811

Dear Representative Navarre:

Following are the Department's comments on the Associated General Contractors' (AGC) proposed amendments to House Bill 62.

While it appears that, for the most part, the AGC supports House Bill 62, it proposes to delete AS 36.05.015(b) and 36.05.070(e) on the grounds that contractors should be relieved of having to pay prevailing wage rate deficiencies where the contracting agency has neglected to include the prevailing wage provisions in the specifications for bidding or in the contract. In place of these two subsections, the AGC proposes an amendment that would hold the contracting agency exclusively liable for prevailing wage rate deficiencies if the required provisions have not been included in the contract.

Although the Department of Labor would support an amendment expressly requiring the contracting agency to include the prevailing wage provisions in all public construction contracts, we would strongly oppose any legislation that would allow a contractor to be relieved of liability under the chapter where the required provisions have been omitted from the contract. Exempting contractors from prevailing wage liability in such situations would be inequitable to Alaskan workers, since their only remedy for prevailing wage violations would be against the contracting agency which might be unable or unwilling to pay the wage deficiencies. We believe that contractors and contracting agencies share a joint responsibility for ensuring that workers are properly paid on public works projects, and that both entities should remain legally liable for the payment of wage deficiencies. In cases where the contracting agency has negligently failed to include the required prevailing wage stipulations, we also believe that the contractor would have legal recourse against the agency or political subdivision.

It is also important to note that the proposed language objected to by AGC is not new. Similar language is already contained in AS 36.10.080 and 23.10.060. In fact, most of House Bill 62 merely codifies existing Department interpretations.

January 30, 1985

The Department further submits that the majority of contractors doing business in Alaska are well aware that prevailing wage requirements apply to public works projects. However, not all contracting agencies and political subdivisions have recognized that this language must be included in bid specifications and in contracts. This has been particularly true of the small community, village, unincorporated community, or non-profit organization that receives a pass-through grant. To allow contractors to escape liability just because a contracting agency or grantee has inadvertently omitted the prevailing wage requirements would be inconsistent with the intent of the prevailing wage law.

Finally, to clarify a question raised at the committee hearing, during calendar year 1984, the Department initiated 480 enforcement actions for violations of AS 36.05, involving 1,072 workers, and collected \$1,157,666 in prevailing wage rate deficiencies for these employees.

Sincerely,

Robert W. Jardon
for Jim Robison
Commissioner

JR:cm
02901

11064

Summary of AS 36 Activity
June 1, - November 30, 1983

Total enforcement: 200
Resident Hire: 76
Wage related: 124

Total workers assisted: 866
Resident Hire: 319
Wage related: 547

Total dollars recovered: \$535,340.30

The information included in this report was gathered from the audits of 12,040 payrolls for the projects covered. These projects employed an average of 12,361 laborers, mechanics and field surveyors each month.

(The department is approximately 4-6 months behind in their work).

From
Rear King

HB 62 FILE CONTENTS

- i) Sectional Analysis -- Committee Staff *See attached memo*
- 2) Transmittal Letter from Governor
- 3) Fiscal Note -- Dept. of Labor
- 4) Position Paper -- Dept. of Labor
- 5) Position Paper -- Associated General Contractors
- 6) Proposed Committee Substitute

To: Mike

From: Roger

HB 66 should not be a problem. There is a case overload for workmen's compensation board hearings in Southcentral Alaska; this bill would allow for the expansion of the number of its members. It was submitted by the Governor at the request of the Dept. of Labor, with major input from both the Worker's Compensation Board and also with the approval of Carol Derfner of the Boards and Commissions Office, even though it goes against the general trend she has to cut down the number of boards and board members. There doesn't appear to be any opposition, so it should be ready to pass out today.

Note: We are the

ONLY committee of referral, so it will go from us directly to Rules for floor scheduling, so if there are problems, it should be held over, as no one else gets a shot at it.

Testimony: Jacquelyn L. McClintock, Director, Worker's Compensation Division of the Dept. of Labor, will be here to testify in support of the bill.

You might want to ask Jacquelyn how many hours or days the current lay members of the Southcentral Board are giving to these hearings--(you may recall that Carol Derfner yesterday in her presentation said something about this being the Board where members put in 125 days of volunteer time a year or something incredible like that.)

There is no companion legislation on this in the Senate.

HB 62 has some complications. The Associated General Contractors oppose it and have a position paper in the bill file explaining their reasons, basically it refers to contractors being held liable for the provisions of this bill, even if they do not appear in the public contracts let out by state or political subdivisions.

Also, the Department of Labor inadvertently left out a section of the law they want this bill to apply to, so they will be proposing that we write up a Committee Substitute,, which I have typed up and its in the bill file.

Testimony: For: Robert J. Bacolas, Sr, Director of the Labor Standards and Safety Division, of the Dept. of Labor, who will walk the Committee thru the bill section by section to explain in detail the needs being met in each section (see also the sectional analysis for an overview)

Against: Resa King, lobbyist for the Associated General Contractors will be testifying against the bill in accordance with the AGC position paper in your folder.

Basically, this bill is a housecleaning bill for the Department, and most of the points and issues raised are new ones rather than carry-overs from last year. There is no companion legislation in the Senate.

The bill is similar to HB 280, which died in House L & C Comm last year; the bill should be held over for a CS and maybe for some other work.

January 25, 1985 Friday 1:15 pm

LABOR AND COMMERCE AGENDA

- 1) CALL MEETING TO ORDER
- 2) NOTE HOUR/DAY/YEAR (1:15 pm? January 25, 1985, Friday)
- 3) NOTE MEMBERS PRESENT AND MEMBERS ABSENT
(also note late arrivals as they arrive)
- 4) RECOGNIZE ANY VIP'S OR GUESTS PRESENT
- 5) REMIND EVERYONE PRESENT TO SIGN IN AS EITHER A WITNESS OR
AS AN OBSERVOR
- 6) EXPLAIN THE ORDER OF BILLS BEFORE THE COMMITTEE

HB 66: An Act relating to worker's compensation (changes
the size of the Worker's Compensation Board)

HB 62: An Act relating to the payment of prevailing wages and the
payment of overtime under public construction contracts.

- 7) ANNOUNCE FIRST BILL BEFORE COMMITTEE, THEN WHEN DONE, THE SECOND

---Procession of Meeting---

- 8) MAKE SURE ALL MEMBERS SIGN ANY BILL THAT IS PASSED OUT OF COMMITTEE
- 9) ANNOUNCE TIME OF ADJOURNMENT

Note: As each witness comes forth, please request that they state their
name and who they are representing, for the record, and to speak loudly
enough to be heard.

DRAFT

PROPOSED COMMITTEE SUBSTITUTE FOR HB 62, "An Act Relating to the payment of prevailing wages and the payment of overtime under public construction contracts," requested by the Department of Labor

- 1) Section 1 of HB 62 is amended to include AS 23.10.060 (1) as follows:

Section 36:05.015. OVERTIME REQUIREMENTS. (a) Notwithstanding the provisions of AS 23.10.060 (1), (17), and (18), etc.

The affected subsection (1) reads as follows:

This section does not apply with respect to:
(1) an employee employed by an employer employing less than four employees in the regular course of business, as regular course of business is defined by regulations of the commissioner.

The effect of the amendment would be that in regards to public construction bids only, employers would not be exempted just because they had fewer than 4 employees; otherwise, for certain types of contracts, "mom and pop" operations would have a competitive bid advantage.

STATE OF ALASKA
OFFICE OF THE GOVERNOR
JUNEAU

January 15, 1985

The Honorable Ben Grussendorf
Speaker of the House
Alaska State Legislature
Pouch V
Juneau, AK 99811

Dear Representative Grussendorf:

Under the authority of art. III, sec. 19, of the Alaska Constitution, I am transmitting a bill that clarifies the applicability of overtime compensation statutes to work performed on public contracts, and that imposes sanctions for a contractor's failure to comply with those statutes.

The bill requires payment of time-and-a-half compensation to a worker for work in excess of eight hours a day or 40 hours a week, thus eliminating any question that employees on public construction contracts have the same overtime protections afforded all employees in the state under AS 23.10.060.

In addition to making several minor statutory changes, the bill also establishes or clarifies four other important provisions relating to the enforcement of the provisions of AS 36.05, concerning wages and hours of labor on public contracts. First, sec. 2 of the bill allows the Department of Labor to accept assignment of wage claims under the chapter and to pursue claims on behalf of a class of employees whether or not a wage assignment has been filed. The department often uncovers violations of AS 36.05, but, under existing law, is arguably precluded from collecting wages due on behalf of employees who have not requested its assistance. The amendment to AS 36.05.030(a) avoids that problem.

Second, sec. 6 of the bill provides that even if a public construction contract does not set out conditions that AS 36.05.070(c) requires to be included, these conditions are considered included in the contract. This precludes an employer from avoiding compliance with the chapter when a government agency fails to incorporate AS 36.05.070(c) in the public construction contract.

Third, sec. 8 of the bill authorizes the Department of Labor to bar persons who have failed to comply with the overtime and prevailing-wage requirements of the chapter from being awarded public construction contracts for up to three years. These persons would be entitled to the full protection of the Administrative Procedure Act (AS 44.62).

Fourth, secs. 3 and 9 of the bill authorize the attorney general to seek injunctive relief and civil penalties in the superior court for failure to comply with AS 36.05. Under existing AS 36.05.060, violation of the chapter is a misdemeanor. This enforcement mechanism has not been effective because of the nature of the penalty and the standard of proof required in criminal cases.

Sincerely,

A handwritten signature in cursive script that reads "Bill Sheffield".

Bill Sheffield
Governor

Analysis supplied by:
Associated General
Contractors.

ANALYSIS OF HB-62

MAJOR CHANGES

- ** Section 1 (pg. 1, ln 11) - Adds a new section which requires overtime of 1-1/2 for over 8 hours per day or 40 hours per week.
- ** Section 2 (pg.2, ln. 3) - Adds new subsections which allow DOL to take wage assignment and to seek recovery for wages regardless of whether a wage claim has been filed.
- ** Section 3 (pg. 2. ln. 9) - Changes nature of penalty from criminal misdemeanor to civil penalty.
- ** Section 9 (pg. 4, ln. 11) - Establishes a procedure from barring a person who violates this chapter from working as a contractor or subcontractor for the State or a political subdivision for up to three years.

APPROACH

- (1) AGC has not had time to assess and discuss all of the proposed changes in HB62.
- (2) AGC is opposed to new language which purports to include the provisions of Title 36 in all contracts for public construction in the state regardless of whether the contract agency includes the provisions in the job specifications. Existing law requires that the advertised specifications for public construction include various provisions for Title 36 (36.05.070(a)). If the specifications fail to include the required provisions, a contractor should not be held liable for the consequences. Accordingly, we suggest the following:
 - (a) Delete 36.05.015(b) proposed in HB 62 Section 1, pg.1, ln. 21.
 - (b) Delete 36.05.070(e) proposed in HB 62 Section 6, pg.3, ln. 26
 - (c) Add the following new section:

AS 36.05.085. Failure of a State or political subdivision of the State to include the provisions required by this chapter within a contract shall relieve the contractor or subcontractor of any liability for violation of this chapter. The State or political subdivision of the State which fails to include the provisions required by this chapter within a contract for public construction, results in prevailing wages not being paid to laborers mechanics; or field surveyors is responsible to those laborers, mechanics or surveyors for payment of wages in accordance with this chapter.

2 trips Eagle Air	\$400.00	Travel & PD	500.00
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTAL	\$500.00	GRAND TOTAL	\$1,900.00

<u>Fred Lipton</u>	<u>October 17, 1977</u>
FRED LIPTON	DATE

SAMPLE CONTRACT FOR SERVICES

This contract, made and entered into this _____ day of _____, 19____, by and between the city of _____, a municipal corporation of the state of _____, hereinafter referred to as City, and _____ of _____, hereinafter referred to as Contractor, witnesseth:

Whereas, commencing on the _____ day of _____, 19____, and continuing for _____ (_____) days thereafter City advertised that sealed proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the following:

Whereas, proposals pursuant to said advertisement have been received by the City Clerk have been certified by the Mayor with a recommendation that a contract for said work be awarded to the above-named Contractor who was the lowest reliable and responsible bidder therefor; and

Whereas, pursuant to said recommendation the contract has been awarded to the above-named contractor by the mayor and said contractor is now willing and able to perform all of said work in accordance with said advertisement and his proposal;

Now, Therefore, in consideration of the compensation to be paid the Contractor, the mutual agreements hereinafter contained and subject to the terms hereinafter stated:

1. Contract Documents. It is agreed by the parties hereto that the following list of documents which are attached hereto, bound herewith or incorporated herein by reference constitute and shall be referred to either as the contract documents or the contract and all of said documents taken together as a whole constitute the contract between the parties hereto, and they are as fully a part of this agreement as if they were set out verbatim and in full herein:

- | | |
|---------------------------------------|-------------------------------|
| Advertisement of Notice for Proposals | Detail Specifications |
| Instructions to Bidders | Performance Bond |
| Statement of Quantities | Notice of Award |
| Proposal | Notice to Proceed |
| Special Contract Conditions | Form of Final Receipt |
| General Contract Conditions | Prevailing Wage Rate Schedule |

500.00

TAL \$1,900.00

17, 1977

CES

f _____, 19____,
corporation of the state of
and _____ of
esseth:

_____, 19____, and
ertised that sealed proposals
s, equipment, materials and

e been received by the City
tion that a contract for said
was the lowest reliable and

et has been awarded to the
is now willing and able to
it and his proposal;

o be paid the Contractor, the
terms hereinafter stated:

eto that the following list of
or incorporated herein by
contract documents or the
sole constitute the contract
his agreement as if they were

ions
nd

d
receipt
Rate Schedule

2. Scope of Work. Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all of the work described, drawn, set forth, shown and included in said contract documents.

3. Terms of Performance. Contractor agrees to undertake the performance of the work under this contract within _____ (. _____) days after being notified to commence work by said mayor and agrees to fully complete said work within _____ from the date of said notice, plus such extension or extensions of time as may be granted by said mayor in accordance with the provisions of the general condition.

4. For the performance of all of the work required under this contract, and contractor agrees to accept as his full and only compensation therefor, such sum or sums of money as may be proper in accordance with the price or prices set forth in the contractor's proposal hereto attached and made a part hereof for Items Numbers _____, _____, [etc.], the total estimated cost thereof being _____ dollars (\$ _____).

5. Contract Binding. It is agreed that this contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

In witness whereof the parties have caused these presents to be signed personally or by their duly authorized officers or agents and their seals affixed and duly attested the day and year first above written.

City of _____

[Seal]

Attest: _____, Mayor

_____, Clerk of the City of _____

Contractor _____ Approved as to Form:
_____, Attorney for
the City of _____

Other Specific Contract Provisions

Sometimes, the City needs very specific provisions in a contract that is designed to cover a multitude of details. In order to accomplish this, municipal officials should spend more time on the first step in the legal agreements process, determining local needs, and always consult their attorneys before calling for bids or entering into negotiation with a contractor.

Shown below is an example of a provision that might be added to a contract in order to afford the City specific control over the work completed, in this case dealine for completion of contract work with delay-penalty provisions.

The *Local Government Encyclopedia* was written and published through the cooperative efforts of:

- Department of Community and Regional Affairs
State of Alaska : Commissioner,
Lee McAnerney
- Division of Local Government Assistance : Palmer J. McCarter
- Dena Aka Corporation : Irene Catalone
- Yupiktak Bista : Paul Walker
- : John Angaiak

Project Staff

Project Supervisor : Patrick Poland
Editors : Bob Durr and Pat Poland
Clerical Support : Jo Bullard, Shirley Johnson
Typography : Miki Ballard, Computer Composition
Printing : Graphic Arts Center

PHOTO CREDITS:

Daily News, Anchorage
James Barker
David Gelotte
Betsy Brememan
Rural Community Action Program
Tundra Drums
Betty Barton
Juneau Fire Department

This project was financed in part by funds granted from the U.S. Civil Service Commission, Intergovernmental Personnel Act.

1979: Second Edition
1st Printing

public. (a) All meetings of a
ents, or of an administrative body,
subcommittee, authority, council,
ding subord
tic Local Government
sch **Encyclopedia**

Alaska
Local Government

departments 2nd Edition

ory or otherwise, of the s
part by public money or
to the public except as
hen voice votes are aut
anner that the public ma

This section does not a
ize the afore-mentioned
discussed at a meeting,
meeting and the question
ers that come within the
be determined by a majo
ered at the executive ses
ng for the executive ses



20.4

Alaska Statutes

Title 36. Public Contracts.

Chapter

- 05. Wages and Hours of Labor (§§ 36.05.010 — 36.05.120)
- 10. Employment Preference (§§ 36.10.010 — 36.10.125)
- 15. Forest Products Preference (§§ 36.15.010 — 36.15.020)
- 20. Purchases and Supplies (§ 36.20.010)
- 25. Contractors' Bonds (§§ 36.25.010 — 36.25.025)
- 90. Miscellaneous Provisions (§ 36.90.001)
- 95. General Provisions (§ 36.95.010)
- 98. Professional Services Contracts (§§ 36.98.010 — 36.98.080)

Chapter 05. Wages and Hours of Labor.

Section

- 10. Wage rates on public construction
- 20. Basis for determining wage
- 30. Authority
- 35. Notification of contract awards
- 40. Filing schedule of employees, wages paid and other information
- 50. [Repealed]
- 60. Penalty for violation of this chapter
- 70. Wage rates for laborers and mechanics on public contracts

Section

- 80. Failure to pay agreed wages
- 90. Payment of wages from withheld payments and listing contractors who violate contracts
- 100. Effect of AS 36.05.070 — 36.05.110 on other laws
- 110. Contracts entered into without advertising
- 120. [Repealed]

NOTES TO DECISIONS

This chapter was modeled after the federal Davis-Bacon Act, 40 U.S.C. § 276a et seq. *Fowler v. City of Anchorage*, Sup. Ct. Op. No. 1699 (File No. 3586), 583 P.2d 817 (1978).

The fundamental purpose of Little Davis-Bacon is to assure that employees

engaged in public construction receive at least the prevailing wage; the focus of the act is to the benefit of the employees, not to the contracting principals. *City of Sitka v. Construction & Gen. Laborers Local 942*, Sup. Ct. Op. No. 2495 (File Nos. 5774, 5811), 644 P.2d 227 (1982).

Collateral references. — 64 Am. Jur. 2d, Public Works and Contracts, §§ 99-104; 65 Am. Jur. 2d, Public Works and Contracts, §§ 204-215, 225-229, 232, 233.

72 C.J.S., Supplement, Public Contracts, §§ 31-39; 81A C.J.S., States, §§ 177-183.

Constitutionality of statute or ordinance relating to rate of wages of persons employed on public work. 50 ALR 1480; 132 ALR 1297.

Power of municipality to fix specific scale of wages or hours for employees of contractors or subcontractors for munic-

ipal contracts. 81 ALR 349; 129 ALR 763.

Applicability of state statutes or municipal regulations to contracts for performance of work on land owned or leased by the federal government. 91 ALR 779; 115 ALR 371; 127 ALR 827.

Construction and application of statute or ordinance relating to wages of persons employed on public work. 93 ALR 1249.

Civil service laws, rules, or regulations as applicable to persons employed by one under contract with municipal corporation or other governmental body to do certain work for it or its residents. 134 ALR 1149.

Right of employee of public contractor to maintain action against latter based upon statutory obligation as to rate of wages or upon provisions in that regard in the contract between contractor and the public. 144 ALR 1035.

Validity of statute, ordinance, or charter provision requiring that workmen on pub-

lic works be paid the prevailing or current rate of wages. 18 ALR3d 944.

Construction and operation of "equal opportunities clause" requiring pledge against racial discrimination in hiring under construction contract. 44 ALR3d 1283.

Sec. 36.05.010. Wage rates on public construction. A contractor or subcontractor who performs work on public construction in the state, as defined by AS 36.95.010(3), shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages for each pay period is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor before the end of the pay period. (§ 14-2-1 ACLA 1949; am § 1 ch 142 SLA 1972; am § 1 ch 89 SLA 1976)

Cross references. — As to wage rates for laborers and mechanics on public contracts, see AS 36.05.070.

NOTES TO DECISIONS

City's duty to publish applicable minimum wage schedules as part of bid specifications. — See notes under heading "Duty to publish minimum wage schedules," *Fowler v. City of Anchorage*, Sup. Ct. Op. No. 1699 (File No. 3586), 583 P.2d 817 (1978), AS 36.05.070.

Quoted in *City of Sitka v. Construction & Gen. Laborers Local 942*, Sup. Ct. Op. No. 2495 (File Nos. 5774, 5811), 644 P.2d 227 (1982).

Sec. 36.05.020. Basis for determining wage. A subcontract which is performed on public construction may be reduced to a basis of day labor for the purpose of determining whether or not the subcontractor or contractors have paid at not less than the prevailing scale of wage. (§ 14-2-2 ACLA 1949)

Sec. 36.05.030. Authority. (a) The Department of Labor has the authority to determine the prevailing wage, and whether or not this chapter is being violated. The department may when necessary for the enforcement of this chapter

- (1) conduct investigations and hold hearings concerning wages;
- (2) compel the attendance of witnesses and the production of books, papers and documents;
- (3) promulgate regulations.

(b) If a person violates this chapter the attorney general shall, when requested by the Department of Labor, enforce these provisions. (§ 14-2-3 ACLA 1949; am § 2 ch 142 SLA 1972)

NOTES TO DECISIONS

Applied in *Fowler v. City of Anchorage*,
Sup. Ct. Op. No. 1699 (File No. 3586), 583
P.2d 817 (1978).

& *Gen. Laborers Local 942*, Sup. Ct. Op. No.
2495 (File Nos. 5774, 5811), 644 P.2d 227
(1982).

Quoted in *City of Sitka v. Construction*

Sec. 36.05.035. Notification of contract awards. Upon awarding a public construction contract, the state or a political subdivision of the state shall

(1) immediately notify the commissioner of labor of the amount of the contract, the effective date of the contract, the identity of the contractor and all subcontractors, the site or sites of construction and provide a project description; and

(2) verify that the bonding requirements of AS 36.25 have been met and that the requirements of AS 08.18 have been met. (§ 3 ch 142 SLA 1972)

NOTES TO DECISIONS

Since 1972 state has burden of verifying public construction contract bonds. — For cases arising after 1972, there is no doubt about who has the duty to check the validity of public construction contract bonds, since in 1972 this section was enacted, placing the burden of verifying such bonds on the state or its political subdivision. *Arctic Contractors v.*

State, Sup. Ct. Op. No. 1420 (File Nos. 2595, 2657), 564 P.2d 30 (1977).

For case involving a dispute arising out of a 1962 construction project holding that the state had the burden of verifying payment and performance bonds, see *Arctic Contractors v. State*, Sup. Ct. Op. No. 1420 (File Nos. 2595, 2657), 564 P.2d 30 (1977).

Sec. 36.05.040. Filing schedule of employees, wages paid and other information. All contractors or subcontractors who perform work on a public construction contract for the state or for a political subdivision of the state shall, before the Friday of each week, file with the Department of Labor a sworn affidavit for the previous week, setting out in detail the number of men employed, wages paid, job classification of each employee, hours worked each day and week, and other information which the Department of Labor requires. (§ 14-2-4 ACIA 1949; am § 4 ch 142 SLA 1972)

Sec. 36.05.050. Hours to constitute day's work.

Repealed by § 1 ch 3 SLA 1973.

Editor's notes. — The repealed section derived from § 14-2-5 ACIA 1949; § 5, ch. 142, SLA 1972.

Sec. 36.05.060. Penalty for violation of this chapter. A contractor who violates this chapter, is guilty of a misdemeanor, and upon conviction is punishable by a fine of not less than \$100 nor more

than \$1,000, or by imprisonment for not less than 10 days nor more than 90 days, or by both. Each day a violation exists constitutes a separate offense. (§ 14-2-6 ACLA 1949; am § 6 ch 142 SLA 1972)

Sec. 36.05.070. Wage rates for laborers and mechanics on public contracts. (a) The advertised specifications for a public construction contract exceeding \$2,000 to which the state or a political subdivision of the state is a party which requires or involves the employment of mechanics, laborers, or field surveyors shall contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate for each pay period applicable under AS 36.05.010.

(b) Repealed by § 17 ch 142 SLA 1972.

(c) A contract for public works in the state or a political subdivision shall contain provisions that

(1) the contractor or his subcontractors shall pay all employees unconditionally and not less than once a week;

(2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;

(3) the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;

(4) the state or a political subdivision shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the contractor or subcontractors the difference between

(A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work, and

(B) the rates of wages in fact received by laborers, mechanics or field surveyors. (§ 1 ch 52 SLA 1959; am §§ 7, 8, 17 ch 142 SLA 1972; am § 2 ch 89 SLA 1976)

Cross references. — As to wage rates on public construction, see AS 36.05.010.

Opinions of attorney general. — This section, AS 36.05.080 — 36.05.110, and former AS 36.05.120 were copied almost word for word from the federal act on the same subject, the Davis-Bacon Act (40 USC 276a et seq.), 1961 Op. Att'y Gen., No. 17.

"Construction" has no reference to a contract for professional architectural or

engineering services. 1961 Op. Att'y Gen., No. 17.

Contracts between the state or any of its political subdivisions for professional architectural services or preliminary engineering services for work preliminary to the actual construction of public works projects do not come within the scope of this section, AS 36.05.080 — 36.05.110, and former AS 36.05.120. 1961 Op. Att'y Gen., No. 17.

NOTES TO DECISIONS

Similarity to Davis-Bacon Act. — The wording of this section is based upon the federal Davis-Bacon Act, 40 U.S.C. § 276a(a). *Fowler v. City of Anchorage*, Sup. Ct. Op. No. 1699 (File No. 3586), 583 P.2d 817 (1978).

Construction of section involves balancing of hardships. — At least part of the intent of this section is to inform bidders of the minimum wage rates. On the other hand, the proper construction of this section, as it relates to the duties of the government entity, involves a balancing of hardships. There does not seem to be any special expertise needed or difficulty involved in requiring the contractor to determine the applicable minimum wage schedules. *Fowler v. City of Anchorage*, Sup. Ct. Op. No. 1699 (File No. 3586), 583 P.2d 817 (1978).

The city has a statutory duty to publish as part of its bid specifications the applicable minimum wage schedules. *Fowler v. City of Anchorage*, Sup. Ct. Op. No. 1699 (File No. 3586), 583 P.2d 817 (1978).

The language of subsection (a) that "the advertised specifications . . . shall contain a provision" stating the minimum wages to be paid is mandatory, not directory. *Fowler v. City of Anchorage*, Sup. Ct. Op. No. 1699 (File No. 3586), 583 P.2d 817 (1978).

When such duty is met. — A city as the

contracting government entity meets the requirement of subsection (a) by appending to its invitation to bid the most recent schedule of prevailing wages as published by the Department of Labor. *Fowler v. City of Anchorage*, Sup. Ct. Op. No. 1699 (File No. 3586), 583 P.2d 817 (1978).

Where neither the city or the contractor had knowledge of a change in the wage rates prior to the bidding on the contract and the wage rates attached to the invitation to bid were correct when the invitation was published, even though three days after publication the rate schedule was revised, the city was not negligent in failing to amend its specifications when it discovered the change, after the contract was let but before the work had commenced and reliance by the contractor on any wage representations in the contract was unreasonable. *Fowler v. City of Anchorage*, Sup. Ct. Op. No. 1699 (File No. 3586), 583 P.2d 817 (1978).

Minimum wages are prevailing wages. — The minimum wages to be paid, although not specified in this section, are the prevailing wages. *Fowler v. City of Anchorage*, Sup. Ct. Op. No. 1699 (File No. 3586), 583 P.2d 817 (1978).

Quoted in *City of Sitka v. Construction & Gen. Laborers Local 942*, Sup. Ct. Op. No. 2495 (File Nos. 5774, 5811), 644 P.2d 227 (1982).

Sec. 36.05.080. Failure to pay agreed wages. Every contract within the scope of AS 36.05.070 shall contain a provision that if it is found that a laborer, mechanic, or field surveyor employed by the contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the state or its political subdivision may, by written notice to the contractor, terminate the contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties are liable to the state or its political subdivision for excess costs for completing the work. (§ 2 ch 52 SLA 1959)

Editor's notes. — This section was redrafted by the revisor of statutes to remove personal pronouns in conformity

with AS 01.05.031(c) and § 4, Chapter 58, SLA 1982.

Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts. (a) The state disbursing officer in the case of a state contract and the local fiscal

officer in the case of a political subdivision contract shall pay directly to laborers, mechanics or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics or field surveyors under AS 36.05.070.

(b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. No person appearing on this list and no firm, corporation, partnership or association in which the person has an interest may work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, mechanics or field surveyors have the right of action or intervention or both against the contractor and his sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds. (§ 3 ch 52 SLA 1959; am § 9 ch 142 SLA 1972)

NOTES TO DECISIONS

Quoted in *City of Sitka v. Construction* 2495 (File Nos. 5774, 5811). 644 P.2d 227 & Gen. Laborers Local 942, Sup. Ct. Op. No. (1982).

Sec. 36.05.100. Effect of AS 36.05.070 — 36.05.110 on other laws. AS 36.05.070 — 36.05.110 do not supersede or impair authority granted by state law to provide for the establishment of specific wage rates. (§ 4 ch 52 SLA 1959; am § 10 ch 142 SLA 1972)

Sec. 36.05.110. Contracts entered into without advertising. The fact that a public contract authorized by law is entered into upon a cost-plus-a-fixed-fee basis or otherwise, without advertising for proposals, does not make AS 36.05.070 — 36.05.110 inapplicable if they are otherwise applicable to the contract. (§ 5 ch 52 SLA 1959)

Sec. 36.05.120. Regulations governing contractors.

Repealed by § 17 ch 142 SLA 1972.

Editor's notes. — The repealed section derived from § 6, ch. 52, SLA 1959.

Chapter 10. Employment Preference.

<p>Section</p> <p>10. Employment preference</p> <p>20. Apprentices</p> <p>30. Reduction of work force</p>	<p>Section</p> <p>40. Application to contracts involving federal funds</p> <p>50. [Repealed]</p>
--	---

CONTRACT DOCUMENTS

For The

Construction

of

NOME PORT FACILITY

CITY OF NOME

ALASKA

PROJECT NO. K-20000

CONTRACT NO. 1

December, 1984

Copy No. 0039

Rec. 12/17/84

A-16

NOME PORT FACILITY
 CITY OF NOME, ALASKA
 PROJ. NO. K-20000
 CONTRACT NO. 1

INDEX
 SEQUENTIAL LIST OF CONTRACT DOCUMENTS

<u>Section</u>	<u>Description</u>	<u>Pages</u>
DIVISION 0 - BIDDING & CONTRACT REQUIREMENTS		
00010	Pre-Bid Information.....	1
00020	Invitation to Bid.....	3
00030	Media Advertisement.....	1
00040	Pre-Bid/Post Bid Conferences.....	1
00050	Sequential List of Bidding, Award, & Startup Events....	1
00100	Instruction to Bidders.....	4
00130	Specifications/Documents Included by Reference.....	1
00150	Documents Required with Bid.....	1
00180	Documents Required for Contract Execution.....	1
00200	Information Available to Bidders.....	4
00220	Soil Investigation Data.....	29
00370	Bid Proposal.....	6
00410	Bid Security/Bid Bond (with Power of Attorney).....	2
00480	Non-Collusion Affidavit.....	1
00510	Contract.....	5
00610	Performance Bond (with Power of Attorney).....	3
00620	Payment Bond (with Power of Attorney).....	3
00674	Reference to DOT/PF in Standard EEO, MBE, & F/MBE FORMS	1
00675	DBE and WBE Program Contract Specifications.....	4
00677	State EEO Bid Conditions.....	4
00680	State EEO Goals and Timetables.....	1
00682	EEO-1 Certification.....	1
00685	Contact Report.....	2
00687	DBE Utilization Report.....	1
00688	WBE Utilization Report.....	1
00690	DBE and WBE Declaration.....	1
00695	Summary of Good Faith Effort Documentation.....	2
00700	General Conditions.....	46
00800	Supplemental Conditions.....	6
00820	Laborer's and Mechanic's Minimum Rates of Pay.....	6
00850	Drawing Index.....	1
00900	Addenda.....	1
DIVISION 1 - GENERAL REQUIREMENTS		
01010	Summary of Work.....	3
01045	Cutting and Patching.....	3
01050	Field Engineering.....	4
01060	Regulatory Requirements.....	2
01080	Identification of Systems.....	3
01300	Submittals.....	3

**LABORERS' & MECHANICS'
MINIMUM RATES OF PAY**

Labor Standards & Safety Division
1111 West Eighth Avenue
PO Box 630
Juneau, Alaska 99811
Phone: 465-4870

Labor Standards & Safety Division
3301 Eagle Street, Suite 301
Pouch 7-021
Anchorage, AK 99510
Phone: 264-2435

Labor Standards & Safety Division
575 - 7th Avenue, Station J
Fairbanks, Alaska 99701
Phone: 452-3060

**WAGE & HOUR ADMINISTRATION
ALASKA DEPARTMENT OF LABOR
3301 Eagle Street, Suite 301
Pouch 7-021
Anchorage, Alaska 99510**

IMPORTANT NOTICE TO CONTRACTORS
ALASKA LAW STATES, IN PART:

Sec. 36.05.010. Wage rates on public construction. A contractor or subcontractor who performs work on public construction in the state, as defined by AS 36.95.010(3), shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages for each pay period is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor before the end of the pay period.

Sec. 36.05.060. Penalty for violation of this chapter. A contractor who violates this chapter is guilty of a misdemeanor, and upon conviction is punishable by a fine of not less than \$100 nor more than \$1,000, or by imprisonment for not less than 10 days nor more than 90 days, or by both. Each day a violation exists constitutes a separate offense.

Sec. 36.05.070. Wage rates for laborers and mechanics on public contracts. (a) The advertised specifications for a public construction contract exceeding \$2,000 to which the state or a political subdivision of the state is a party which requires or involves the employment of mechanics, laborers, or field surveyors shall contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate for each pay period applicable under AS 36.05.010.

(b) Repealed by Section 17, Chapter 142 SLA 1972.

(c) A contract for public works in the state or a political subdivision shall contain provisions that:

(1) the contractor or his subcontractors shall pay all employees unconditionally and not less than once a week;

(2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;

(3) the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;

(4) the state or political subdivision shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the contractor or subcontractors the difference between

(A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work, and

(B) the rates or wages in fact received by laborers, mechanics, or field surveyors.

Sec. 36.05.080. Failure to pay agreed wages. Every contract within the scope of AS 36.05.070 shall contain a provision that if it is found that a laborer, mechanic, or field surveyor employed by the contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the state or its political subdivision may, by written notice to the contractor, terminate the contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties are liable to the state or its political subdivision for excess costs for completing the work.

Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts. (a) The state disbursing officer in the case of a state contract and the local fiscal officer in the case of a political subdivision contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.

(b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivision of the state a list giving the names of persons who have disregarded their obligations to employees. No person appearing on this list and no firm, corporation, partnership or association in which the person has an interest may work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, mechanics, or field surveyors have the right of action or intervention or both against the contractor and his sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics, or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

APPRENTICE RATES

Apprentice rates at less than the above minimum prevailing rates may be paid apprentices according to an apprentice program which has been registered and approved by the Commissioner of Labor in writing, or according to a bona fide apprenticeship program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. Any employee listed on a payroll at an apprentice wage rate who is not registered as at he shall be paid the journeyman prevailing minimum wage in that work classification.

Wage rates are based on prevailing crew makeup practices in Alaska and apply to work performed regardless of titles or classifications which may be assigned to individual employees.

EFFECTIVE DATE OF MINIMUM WAGE RATES

In accordance with provisions of AS 36.05.030, the Department of Labor has established minimum wage rates to be paid mechanics, laborers, and field surveyors employed on public contracts as wages are defined in 8 AAC 30.900(4). Rates published herein are determined to be the minimum hourly rates in effect as of November 1, 1984.

Any class of laborers, mechanics or field surveyors who are employed on public contracts shall be classified or reclassified conformably to the schedule established by the Commissioner of Labor. In the event that the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used the question shall be referred to the Commissioner of Labor.

SPECIAL PREVAILING WAGE RATE DETERMINATIONS

Special prevailing wage rate determinations may be requested for special projects or special worker classifications if the work to be performed does not conform to traditional public construction for which a prevailing wage rate has been established under 8 AAC 30.030(a) of this section. Requests for special wage rate determinations must be in writing and filed with the commissioner at least 30 days before the award of the contract. An applicant for a special wage rate determination shall have the responsibility to support the necessity for the special rate. An application for special wage rate determination filed under this section must contain:

- (1) a specification of the contract or project on which the special rates will apply and a description of the work to be performed;
- (2) a brief narrative explaining why special wage rates are necessary;
- (3) the job class or classes involved;
- (4) the special wage rates the applicant is requesting, including survey or other relevant wage data to support the requested rates;
- (5) the approximate number of employees who will be affected; and
- (6) any other information which might be helpful in determining if special wage rates are appropriate.

Requests made pursuant to the above will be addressed to:

Department of Labor
Labor Standards & Safety Division
Wage & Hour Administration
Pouch 7-021
Anchorage, AK 99510

LABORERS' & MECHANICS
MINIMUM RATES OF PAY

CLASSIFICATION OF LABORERS & MECHANICS	BASIC HOURLY RATE	HEALTH & WELFARE	PENSION	VAC	FRINGE BENEFITS PAYMENTS	
					APP TR	TOTAL
Insulation Workers - Insulation Installer	28.13	1.24	3.50	3.00	.10	35.97
Insulation Workers - Insulation Removal	20.34	2.10	4.00	L.S. .15	.20	26.79
<hr/>						
Painters, Journeyman	25.69	1.90	1.25	1.00	.10	29.94
<hr/>						
<u>PLASTERERS & STUCCO LAYERS</u>						
Plasterer	22.54	2.01	5.00			29.55
Stucco Layer	22.54	2.01	5.00			29.55
Plaster, Tile & Terrazzo	19.41	2.01	5.00			26.42
Plaster, Stone & Marble	22.54	2.01	5.00			29.55
Tile Setter	21.81	2.01	5.00			28.82
Stucco Applicator	21.25	2.01	5.00			28.26
<hr/>						
<u>OPERATORS, AREA I (North of 63° Latitude)</u>						
Operator, Marble & Acoustic	26.54	1.40	4.00		TOOLS .15	32.24
Operator, Journeyman	26.00	1.40	4.00		.15	31.70
Operator (includes powder-actuated tools & saws)	26.75	1.40	4.00		.15	32.55
Operator (radial arm)	26.54	1.40	4.00		.15	32.24
<hr/>						
<u>OPERATORS, AREA II (South of 63° Latitude)</u>						
Operator, Journeyman	23.95	1.40	3.00		.15	28.85
Operator	24.44	1.40	3.00		.15	29.34
Operator (radial arm)	24.65	1.40	3.00		.15	29.55
Operator	24.44	1.40	3.00		.15	29.34

-1-

CLASSIFICATION OF LABORERS & MECHANICS	BASIC HOURLY RATE	HEALTH & WELFARE	PENSION	LS	FRINGE BENEFITS PAYMENTS	
					APP TR	TOTAL
<u>CEMENT MASONS, AREA I (North of 63° Latitude)</u>						
Group I, including:						
Cement Mason, Journeyman Building, General	22.05	2.10	4.10		.25	28.50
Concrete Paving						
Curb & Gutter, Sidewalks						
Screed Mix Setters						
Patching Concrete						
Spackling or Sealing Concrete						
Application of Sealing Compound						
Curing of All Concrete						
Application of Underlayment						
Grouting of All Plates						
Grouting & Caulking of Tilt-Up Panels						
Group II, including:						
Form Setters	22.24	2.10	4.10		.25	28.69
Group III, including:						
Floor Grinder	22.51	2.10	4.10		.25	28.96
Pneumatic Power Tools						
Curb & Gutter Machine						
Hover Chipping & Bushing						
Screed & Modding Machine						
Troweling Machine Operator						
Concrete Saw (Self-Powered)						
Sand Blasting Architectural Finish						
Group IV, including:						
Tunnel Workers	22.75	2.10	4.10		.25	29.20
Gunite Hozzleman						
Hand Powered Grinder						
Flush Concrete						
Application of all Plastic Material						
Application of all Epoxy Material						
Application of all Composition Mastic						
Group V, including:						
Plasterer	23.53	2.10	4.10		.25	29.98

-2-

00820-5

LABORERS & MECHANICS

MINIMUM RATES OF PAY

CLASSIFICATION OF LABORERS & MECHANICS

Group I, including:
 Concrete Mason, Journeyman
 Building, General
 Concrete Paving
 Form & Lutter, Sidewalks
 Formed Flat Slabs
 Finishing (concrete)
 Finishing or Skin Coating Concrete
 Application of Sealing Compound
 Curing of All Concrete
 Application of Underlayment
 Laying of all Flats
 Erecting & Lining of Tilt-Up panels

BASIC HOURLY RATE	HEALTH & WELFARE	PENSION	LS	APP TR	TOTAL
21.80	2.10	4.10		.25	28.25

Group II, including:
 Form Setters

21.99	2.10	4.10		.25	28.44
-------	------	------	--	-----	-------

Group III, including:
 Floor Grinder
 Pneumatic Power Tools
 Cut & Cutter Machine
 Power Chipping & Bashing
 Gravel & Ridding Machine
 Drivelling Machine Operator
 Concrete Saw (Self-Powered)
 Sand Blasting Architectural Finish

22.24	2.10	4.10		.25	28.71
-------	------	------	--	-----	-------

Group IV, including:
 Tunnel Workers
 Granite Masons
 Semi Powered Grinder
 Finish Colored Concrete
 Application of all Plastic Material
 Application of all Epoxy Material
 Application of all Composition Mastic

22.50	2.10	4.10		.25	28.95
-------	------	------	--	-----	-------

Group V, including:
 Plasterer

23.28	2.10	4.10		.25	29.73
-------	------	------	--	-----	-------

-3-

PRINCE BENEFITS PAYMENTS

CLASSIFICATION OF LABORERS & MECHANICS

COOKS (All remote work sites only)

BASIC HOURLY RATE	HEALTH & WELFARE	PENSION	LS	APP TR	TOTAL
20.89	1.88	4.00			
Cook	20.17	1.88	4.00	.04	26.81
General Helper	18.25	1.88	4.00	.04	26.09
Head Cook	21.55	1.88	4.00	.04	24.17
Head Kitchen Help, Head Bookkeeper	18.61	1.88	4.00	.04	27.28
Housekeeper	18.25	1.88	4.00	.04	24.53
Janitor	18.25	1.88	4.00	.04	24.17
Kitchen Helper	18.25	1.88	4.00	.04	24.17

PILES

Assistant Tender	23.08	1.40	4.50		
Drivers:				.20	29.18
standby	26.97	1.40	4.50		
working	53.94	1.40	4.50	.20	33.07
Skiff Operator	23.08	1.40	4.50	.20	60.04
Tender	25.97	1.40	4.50	.20	29.18
				.20	32.07

DRILLERS

Assistant Engineer, including:	23.80	2.35	4.00		
diesel				.15	30.30
electric					
electrical generator operator (primary pump/power barge/dredge)					
steam or booster pump					
Assistant Mate	21.78	2.35	4.00		
Craneman	23.80	2.35	4.00	.15	28.28
Engineer	23.80	2.35	4.00	.15	30.30
Fireman	23.17	2.35	4.00	.15	33.30
Leverman, Dipper	26.01	2.35	4.00	.15	29.67
Leverman, hydraulic	24.47	2.35	4.00	.15	32.51
Mate & Boatman	23.80	2.35	4.00	.15	30.97
Oilers	23.17	2.35	4.00	.15	30.30
				.15	29.67

MINIMUM RATES OF PAY

CLASSIFICATION OF LABORERS & MECHANICS	BASIC WEEKLY RATE	HEALTH & WELFARE	PENSION	LS	APP TR	TOTAL
Electricians						
Outside Cable Splicers	27.57	1.85	4.00	.10	.30	33.82
Inside Journeyman Wiremen, including: Telephonians & communications	25.82	1.85	4.00	.10	.30	32.07
Outside Cable Splicers	27.90	1.85	3.67	.10	.30	33.82
Journeyman Linemen, including: Outside communications	26.15	1.85	3.67	.10	.30	32.07
Telephone Operators	26.15	1.85	3.67	.10	.30	32.07
Telephonians	18.00	1.85	3.67	.10	.30	23.92
Industrial Handlers	16.30	1.85	3.00	.10	.15	21.40
E.E. Cable Installers	22.55	1.85	2.00		.10	26.50
Construction Workers						
Constructionary Elevator Constructor	13.56	1.80	1.41	.41	.09	17.67
Constructor	18.98	1.80	1.41	1.13	.09	23.41
Constructor Constructor Mechanic	27.12	1.80	1.41	2.16	.09	32.58
Construction Workers						
Construction Workers, including: Tower Operator Bridge & Structural Punch Erectors Reinforcing Rigger Shoer Signalman Tower Helicopter, Tower	24.25	2.20	3.25		.30	30.00
Construction Workers						
Group I, including: Tunnelmen (tunnels & shafts, brushcutter	20.34	2.10	4.00	.15	.20	26.79

-5-

PRIME BENEFITS PAYMENTS

CLASSIFICATION OF LABORERS & MECHANICS	BASIC WEEKLY RATE	HEALTH & WELFARE	PENSION	LS	APP TR	TOTAL
LABORERS (continued)						
Group I (continued)	20.34	2.10	4.00	.15	.20	26.79
building laborer						
camp maintenance laborer						
demolition laborer						
ditch diggers						
dryerman (bridges, dams, etc.)						
firewatch labor (non-certified)						
flagperson						
iron stripper						
GENERAL LABOR						
guardrail labor						
hook tender						
monolithic worker (sewers)						
pit man						
pot tender						
railroad track labor						
sandblaster						
sawtender						
signalperson						
topman & bulldozer (tunnels & shafts)						
utilidor, utilivalk labor						
watchman						
window cleaner						
Group II, including:	20.68	2.10	4.00	.15	.20	27.13
asphalt worker (includes tar & rubber)						
base & floor machineman						
buffing machine man						
chokesetter						
coater						
compactor						
concrete labor						
crusher plant labor						
dope pot fireman						
firewatch (certified)						
grinding (not welding preparation)						

CLASSIFICATION OF LABORERS & MECHANICS

LABORERS
MINIMUM RATES OF PAY

	<u>BASIC HOURLY RATE</u>	<u>HEALTH & WELFARE</u>	<u>PENSION</u>	<u>LS</u>	<u>APP. YR.</u>	<u>TOTAL</u>
<u>LABORERS (continued)</u>						
Group II (continued)	20.68	2.10	4.00	.15	.20	27.13
high-pressure water operator						
hydro-sealer nozzleman						
landscaper						
miner						
rockers (tunnels or shafts)						
slippers (tunnels or shafts)						
oil spill labor						
boom loader						
pipe cleaning						
planter						
pneumatic & power tools						
pre-heat (doping & cleaning)						
pumper						
rigger						
scaffold building & erecting						
slurry work						
stake hopper						
steam cleaner operator (includes steam point & water jet)						
sawyer (includes sidebooms, ginpole truck, winch truck, forklift, etc.)						
tank cleaners						
cameraman						
collet serviceman (portable or chemical)						
Group III, including:	21.08	2.10	4.00	.15	.20	27.53
cuttylic, epoxy						
choke splicer						
chuck tender (wagon & airtrac and hydraulic drills)						
concrete labor						
foam gun/foam machine operator						
insulator						
jackhammer						
mason tender (sewer)						
mud mixer (sewer)						

-7-

PRINCE BENEFITS PAYMENTS

<u>CLASSIFICATION OF LABORERS & MECHANICS</u>	<u>BASIC HOURLY RATE</u>	<u>HEALTH & WELFARE</u>	<u>PENSION</u>	<u>LS</u>	<u>APP. YR.</u>	<u>TOTAL</u>
<u>LABORERS (continued)</u>						
Group III (continued)	21.08	2.10	4.00	.15	.20	27.53
oil spill labor (marine)						
pavement breaker						
railroad switch layout labor						
thermal plastic applicator						
Group IV, including:	21.34	2.10	4.00	.15	.20	27.79
bricklayer tender						
burning & cutting torch						
cement dumper & handler (sack or bulk)						
cement finish tender						
chain & power saw operator						
concrete vibrator worker						
green cutter (dams)						
guardrail layout						
gunnite operator						
hod carriers						
incinerator man						
laser instrument operator						
lime dumper & handler (sack or bulk)						
maintenance man						
monolithic worker (tunnels)						
pipe builders (stave pipe crews)						
pipelayer						
plasterer tender						
powderman helper						
road crossing (casings)						
sandblaster						
sewer crawler						
sewer plant maintenance						
timberman						
water blaster (dams)						
Group V, including:	21.60	2.10	4.00	.15	.20	28.05
asphalt rezer						
bit grinder						

00820-8

LABORERS & MECHANICS
MINIMUM RATES OF PAY

CLASSIFICATION OF LABORERS & MECHANICS	BASIC HOURLY RATE	HEALTH & WELFARE	PENSION	LS	APP TR	TOTAL
<u>PAINTERS (continued)</u>						
<u>Group V (continued)</u>	21.60	2.10	4.00	.15	.20	28.05
scowler						
concrete finisher						
chain saw filer						
driller (airrac, wagon & hydraulic)						
drill doctor						
formbuilder (carpentry type)						
grader						
high sciler						
roofer (tunnels & shafts)						
slurry seal squawman						
timber faller						
<u>Group VI, including:</u>	21.90	2.10	4.00	.15	.20	28.35
arc welding labor						
high rigger & tree top						
off-tugger drilling						
plowser drilling						
powderman						

CLASSIFICATION OF LABORERS & MECHANICS	BASIC HOURLY RATE	HEALTH & WELFARE	PENSION	LS	APP TR	SUI	TOTAL
<u>PAINTERS, AREA I (North of 63° Latitude)</u>							
brush, roller, Paper, Vinyl	23.75	1.70	2.00	.10	.21	.25	28.01
buffer operator	24.35	1.70	2.00	.10	.21	.25	28.61
hardwood finishers	24.35	1.70	2.00	.10	.21	.25	28.61
hazardous materials, finish metals	24.85	1.70	2.00	.10	.21	.25	29.11
hot tender-sandblast	24.35	1.70	2.00	.10	.21	.25	28.61
highway painter	24.35	1.70	2.00	.10	.21	.25	28.61
structural steel, Steeplejack & Tower	24.35	1.70	2.00	.10	.21	.25	28.61
taper, hand	24.50	1.70	2.00	.10	.21	.25	28.76
taper, Machine	24.50	1.70	2.00	.10	.21	.25	28.76
Welder, Swing, High Speed	24.35	1.70	2.00	.10	.21	.25	28.61
Floorcoverers, including:	24.35	1.70	2.00	.10	.21	.25	28.61
carpet installers							
linoleum installers							
soft tile installers							
seamless floor applicators							
glaziers	22.66	1.70	1.50		.20	VAC 1.70	27.06

PLUMBERS BENEFITS PAYMENTS

CLASSIFICATION OF LABORERS & MECHANICS	BASIC HOURLY RATE	HEALTH & WELFARE	PENSION	LS	APP TR	SUI	TOTAL
<u>PLUMBERS, AREA II (South of 63° Latitude)</u>							
<u>and AREA III (First Judicial District)</u>						VAC	
domestic painter, including	24.25	1.70	2.00	.10	.10		28.15
brush, roller & sign							
industrial painter, including	24.85	1.70	2.00	.10	.10		28.75
spray, sandblast, epoxy and							
tar applicator							
specialty painter, including	24.55	1.70	2.00	.10	.10		28.35
paper, vinyl, swing stage,							
drywall taper and structural steel							
Steeplejack & Tower	26.05	1.70	2.00	.10	.10		29.95
Floorcoverers, including:	23.80	1.70	1.00	.10	.10	1.00	27.70
carpet installers							
linoleum installers							
soft tile installers							
seamless floor applicators							
glaziers	22.77	1.70	1.25		.25	.65	26.42

CLASSIFICATION OF LABORERS & MECHANICS	BASIC HOURLY RATE	HEALTH & WELFARE	PENSION	LS	APP TR	SUI	TOTAL
<u>PILEDRIVERS</u>							
Piledriver, Skiff Operator	23.08	1.40	4.50		.20		29.18
Piledriver-Welders	24.69	1.40	4.50		.20		30.79

CLASSIFICATION OF LABORERS & MECHANICS	BASIC HOURLY RATE	HEALTH & WELFARE	PENSION	LS	APP TR	SUI	TOTAL
<u>PLUMBERS, AREA I (North of 63° Latitude)</u>							
Plumber, Journeyman	26.17	1.25	3.90	.20	.35	.25	32.12

CLASSIFICATION OF LABORERS & MECHANICS	BASIC HOURLY RATE	HEALTH & WELFARE	PENSION	LS	APP TR	SUI	TOTAL
<u>PLUMBERS, AREA II (South of 63° Latitude)</u>							
Plumber, Journeyman	25.20	1.40	3.50		.30		30.40

CLASSIFICATION OF LABORERS & MECHANICS	BASIC HOURLY RATE	HEALTH & WELFARE	PENSION	LS	APP TR	SUI	TOTAL
<u>PLUMBERS, AREA III (First Judicial District)</u>							
Plumber, Journeyman	22.65	1.60	4.90		.35		29.50

CLASSIFICATION OF LABORERS & MECHANICS	BASIC HOURLY RATE	HEALTH & WELFARE	PENSION	LS	APP TR	SUI	TOTAL
<u>POWER EQUIPMENT OPERATORS</u>							
<u>Group I, including:</u>	24.47	2.35	4.00		.15		30.97
Asphalt roller, "A" Frame Trucks,							

CLASSIFICATION OF LABORERS & MECHANICS

POWER EQUIPMENT OPERATORS (continued)

Group I (continued)
 Helicopters, Transporters, Deck
 Winches; double power drum
 Deck Riller, Hatch Plant Operator;
 batch and mixer over 200 yds. per hour
 delicate with power Pack and similar
 conveyors
 Bending Machine, Bulldozers, Cableways
 and highlines, 3 yards and under
 Cleaning Machine, Coating Machine, Cranes:
 Shovels, Backhoes, Dragline, Claw Shells
 (a) Crawler, Truck Type, rubber-tired,
 crawler, floating; (locomotive, whirley,
 either 3 yards or under 150' boom,
 including jibs and under, or 45 tons
 and under)
 (b) Hydralifts or transporters, all
 track or truck type.
 (c) Hyster Cat cranes and attachments
 sidebooms under 45 tons.
 Crushers, Derricks, Ditching or Treaching
 machine (16" or over)
 Drilling Machines, core, cable rotary and
 exploration.
 Finishing Machine operator, concrete paving,
 sidewalk, curb and gutter machine
 Hydro Ax and similar
 Loaders; elevating belt type, Euclid and
 similar types
 Loaders:
 (a) Forklifts with power boom and swing
 attachment
 (b) Overhead and front end, 2 1/2 yards
 through 4 yards
 (c) Loaders with forks or pipe clamps
 Mechanics, Welders, Bodyman

HOURLY RATE	HEALTH & WELFARE	PENSION	LS	APP TR	SUI	TOTAL
24.47	2.35	4.00		.15		30.97

-11-

FRINGE BENEFITS PAYMENTS

CLASSIFICATION OF LABORERS & MECHANICS

POWER EQUIPMENT OPERATORS

Group I (Continued)
 Mixers: Houille type with hoist combination
 Motor Patrol Grader
 Mucking Machines: Hole, Tunnel Drill and/or
 Shield
 McDowell Sno Cat
 Operator on Dredges
 Piledriver Engineers, L.B. Foster, Puller
 or similar, Paving Breaker
 Power Plant, turbine operator, 200 k.w.
 and over (power plants or combination
 of power units over 300 k.w. on highway
 or airfield construction or quarry
 operations)
 Sauerman-Magley
 Scrapers, Tournapulls, Caterpillar, Euclid
 and similar type equipment through 40
 yards
 Shot Blast Machine
 Spreaders: Blaw Knox, Cedarapids, Barber
 Green, Screed, slurry machine
 Sub Grader (Gurries, C.M.I. and C.M.I. Koto
 Mills and similar types)
 Tack Tractor
 Truck Mounted Concrete Pump
 Vate Kote Machine
 Hover Craft, Flex Craft, Loadmaster, air
 cushion, terrain vehicle, helicopter
 transporters, cableways, rolligon,
 drudge bargecable, highline or cable
 car, camp maintenance engineer, boat
 coxswain
 Group II, including:
 Cableways and highlines over 3 yards

BASIC HOURLY RATE	HEALTH & WELFARE	PENSION	LS	APP TR	TOTAL
24.47	2.35	4.00		.15	30.97
26.01	2.35	4.00		.15	32.51

00820-10

MINIMUM RATES OF PAY

CLASSIFICATION OF LABORERS & MECHANICS

POWER EQUIPMENT OPERATORS

Group II (continued)
 Cranes: shovels, Backhoes, Draglines,
 Claw Shells
 (a) Crawler, truck type, floating
 locomotive, whirley, either over
 3 yards or over 150' boom, including
 jibe or over 45 tons,
 (b) Tower Cranes, Pecco, 'rain,
 Bucyrus and similar type,
 (c) Dyster Cat Cranes and attachments,
 sidebooms 45 tons and over
 Loaders over 4 yards
 Motor Patrol Grader (finish: when finish-
 ing to final grade and/or to hubs, or
 for asphalt)
 Power Plants: 1000 h.p. and over
 Quad
 Slip Form Paver, C.M.I. and similar types
 Turnspools, Caterpillar, Euclid Scrapers
 and similar type equipment over 40
 yards

BASIC HOURLY RATE	HEALTH & WELFARE	PENSION	LS	APP TR	TOTAL
26.01	2.35	4.00		.15	32.51
23.80	2.35	4.00		.15	30.30

Group III, including:
 Batch Plant Operator: batch and mixer 200
 yards per hour and under
 boiler - Fireman
 Cement Mixers and concrete pump operators
 Compressors: Steel erection, including
 sand blasting, painting of same, pile
 driving
 Conveyors
 Hoists on steel erection, Towermobiles
 and Air Tuggers
 Loaders, elevating Grader, Dump and
 similar

-13-

PRIME BENEFITS PAYMENTS

CLASSIFICATION OF LABORERS & MECHANICS

POWER EQUIPMENT OPERATORS (continued)

Group III, including:
 Locomotives: rod and geared engines
 Mixers
 Screening, Washing Plant
 Service Oiler, Journeyman
 Sideboom (cradling rock drill regardless
 of size)
 Skidder
 Trenching machines under 16"
 Group IV, including:
 "A" Frame Trucks, Deck Winches: single
 power drum
 Bombardier (rack or tow rig)
 Moring Machine
 brooms, Power Wayne, Saginaw and similar
 types
 Bump Cutter (coccut, Christenson or
 similar types)
 Compressors: Excavating
 Drill Helper
 Para Tractor
 Forklift, industrial type
 Gin Truck or Winch Truck with Poles when
 used for hoisting
 Grade Checker and Stake Mopper
 Hoists, Air Tuggers, Elevators
 Loaders:
 (a) Elevating - Athey, Barber Greene
 and similar types
 (b) Forklifts or lumber carrier (on
 construction job sites)
 (c) Forklifts with tower
 (d) Overhead and front end, under 2 1/2
 yards

BASIC HOURLY RATE	HEALTH & WELFARE	PENSION	LS	APP TR	TOTAL
23.80	2.35	4.00		.15	30.30
23.17	2.35	4.00		.15	29.67

LABORERS' & MECHANICS
MINIMUM RATES OF PAY

CLASSIFICATION OF LABORERS & MECHANICS	BASIC HOURLY RATE	FRINGE BENEFITS PAYMENTS				TOTAL
		HEALTH & WELFARE	PENSION	LS	APP TR	
<u>PUMPS EQUIPMENT OPERATORS (continued)</u>						
Group IV (continued)	23.17	2.35	4.00		.15	29.67
Locomotives: Muley (air, steam, gas and electric) spreaders						
Mechanics, light duty						
Mixers: concrete mixers and batch, 200 yards per hour and under						
Oil, slinger Distributors						
Pipeline Drums						
roadward Diggers, mechanical						
Pot Fitterman (power agitated)						
power Plant, turbine operator, under 300 k.w.						
Pumps:						
(a) Fuller Canyon						
(b) Water						
Rig Usher, over 45 ton, over 3 yards or over 1501 bbls						
Roller, Tampers, Vibrators, all except asphalt						
Saws, concrete						
Straightening Machine						
Tow Tractor						
Group V, including:	21.78	2.35	4.00		.15	28.28
Rig Usher, under 45 ton						
Parts and Equipment Coordinator						
Swapper (on trenching machines or shovel type equipment)						
Sputter						
Steam Cleaner						
<u>ROOFERS, AREA I (North of 63° Latitude)</u>						
Roofer & Waterproofer	22.90	1.70	3.85		.20	28.65
<u>ROOFERS, AREA II (South of 63° Latitude)</u>						
<u>AND AREA III (First Judicial District)</u>						
Roofer & Waterproofer	22.60	1.70	3.85		.20	28.35

-15-

CLASSIFICATION OF LABORERS & MECHANICS	BASIC HOURLY RATE	FRINGE BENEFITS PAYMENTS					TOTAL
		HEALTH & WELFARE	PENSION	LS	APP TR	MAINT. OF BENEFITS TR. TRUST	
<u>SHEET METAL WORKERS, AREA I (North of 63° Latitude)</u>							
Sheetmetal Journeyman	26.84	1.20	2.50		.19	30.73	
<u>SHEET METAL WORKERS, AREA II (South of 63° Latitude) and AREA III (First Judicial District)</u>							
Sheetmetal Journeyman	26.35	1.33	2.84		.28	30.80	
<u>SPRINKLER FITTERS</u>							
Road Sprinkler Fitters	24.67	1.65	1.50		.08	27.90	
<u>SURVEYORS</u>							
Chief of Parties	25.92	2.59	3.00	.20	.45	.30	32.46
Party Chief's	24.88	2.59	3.00	.20	.45	.30	31.42
Instrument Man	23.20	2.59	3.00	.20	.45	.30	29.74
Lead Chainman	22.43	2.59	3.00	.20	.45	.30	28.97
Rear Chainman	21.29	2.59	3.00	.20	.45	.30	27.83
Stakehop	22.43	2.59	3.00	.20	.45	.30	28.97
<u>TRUCKDRIVERS</u>							
Air Cushion & Similar	22.32	2.59	4.00	.20	.45	.30	29.86
All Terrain Vehicle	22.32	2.59	4.00	.20	.45	.30	29.86
Ambulance	21.61	2.59	4.00	.20	.45	.30	29.15
Batch Trucks:							
3 yards or less	21.61	2.59	4.00	.20	.45	.30	29.15
over 3 yards	22.32	2.59	4.00	.20	.45	.30	29.86
Boat Coxswain	24.51	2.59	4.00	.20	.45	.30	32.05
Boom Trucks:							
5 tons or less	21.61	2.59	4.00	.20	.45	.30	29.15
over 5 tons	22.32	2.59	4.00	.20	.45	.30	29.86
sugganobile	22.32	2.59	4.00	.20	.45	.30	29.86

CLASSIFICATION OF LABORERS & MECHANICS	BASIC HOURLY RATE	HEALTH & WELFARE	PENSION	FRINGE BENEFITS PAYMENTS			TOTAL
				LS	MAINT. OF BENEFITS	TR. TRUST	
TRUCK DRIVERS (continued)							
Bus:							
up to 30 passengers	21.61	2.59	4.00	.20	.45	.30	29.15
over 30 passengers	22.32	2.59	4.00	.20	.45	.30	29.86
Combination Truck-Fuel & Grease	22.32	2.59	4.00	.20	.45	.30	29.86
Commanders, Delcos, Kollegons & Similar	23.46	2.59	4.00	.20	.45	.30	31.00
when pulling sleds & trailers	24.51	2.59	4.00	.20	.45	.30	32.05
Compactor	22.76	2.59	4.00	.20	.45	.30	30.30
Dumpster	22.32	2.59	4.00	.20	.45	.30	29.86
Dump Truck (including Rockbury & trucks w/pups):							
10 yards or less	22.32	2.59	4.00	.20	.45	.30	29.86
10 to 20 yards	22.76	2.59	4.00	.20	.45	.30	30.30
20 to 40 yards	23.46	2.59	4.00	.20	.45	.30	31.00
40 to 60 yards	24.51	2.59	4.00	.20	.45	.30	32.05
60 to 100 yards	25.56	2.59	4.00	.20	.45	.30	33.10
Fire Truck:							
single axle	21.61	2.59	4.00	.20	.45	.30	29.15
dual axle	22.32	2.59	4.00	.20	.45	.30	29.86
Flatbed:							
single rear axle	21.61	2.59	4.00	.20	.45	.30	29.15
dual rear axle	22.32	2.59	4.00	.20	.45	.30	29.86
Fono Distributor:							
single axle	21.61	2.59	4.00	.20	.45	.30	29.15
dual axle	22.32	2.59	4.00	.20	.45	.30	29.86
Forklifts & Bull lifts (w/power boom & wing attachments):							
3 tons or less	21.61	2.59	4.00	.20	.45	.30	29.15
over 3 tons	32.32	2.59	4.00	.20	.45	.30	29.86
Front End Loader with Forks	22.32	2.59	4.00	.20	.45	.30	29.86
Fuel tender	21.61	2.59	4.00	.20	.45	.30	29.15
Fuel Truck	22.32	2.59	4.00	.20	.45	.30	29.86
Gas Pole Driver	22.32	2.59	4.00	.20	.45	.30	29.86
Gravel Spreader	21.61	2.59	4.00	.20	.45	.30	29.15
Grossers, Grease Truck	22.32	2.59	4.00	.20	.45	.30	29.86
Helicopter Transporter	24.51	2.59	4.00	.20	.45	.30	32.05

-17-

CLASSIFICATION OF LABORERS & MECHANICS	BASIC HOURLY RATE	HEALTH & WELFARE	PENSION	FRINGE BENEFITS PAYMENTS			TOTAL
				LS	MAINT. OF BENEFITS	TR. TRUST	
TRUCK DRIVERS (continued)							
Hydro Seeder:							
single axle	21.61	2.59	4.00	.20	.45	.30	29.15
dual axle	22.32	2.59	4.00	.20	.45	.30	29.86
Hyster Operator	22.32	2.59	4.00	.20	.45	.30	29.86
Loadmaster	22.32	2.59	4.00	.20	.45	.30	29.86
Lowboy:							
11 axles or less	22.76	2.59	4.00	.20	.45	.30	30.30
12 axles	24.51	2.59	4.00	.20	.45	.30	32.05
Lumber Carrier	22.32	2.59	4.00	.20	.45	.30	29.86
Mechanic	23.46	2.59	4.00	.20	.45	.30	31.00
Oil Distributor	22.76	2.59	4.00	.20	.45	.30	30.30
Pickups, Light-Duty Vehicles	21.61	2.59	4.00	.20	.45	.30	29.15
Ready Mix:							
3 yards or less	21.61	2.59	4.00	.20	.45	.30	29.15
3 to 5 yards	22.32	2.59	4.00	.20	.45	.30	29.86
5 to 7 yards	22.76	2.59	4.00	.20	.45	.30	30.30
7 to 12 yards	23.46	2.59	4.00	.20	.45	.30	31.00
12 to 15 yards	24.51	2.59	4.00	.20	.45	.30	32.05
Righter:							
warehouse	21.61	2.59	4.00	.20	.45	.30	29.15
non-warehouse	22.32	2.59	4.00	.20	.45	.30	29.86
Semi Truck & Trailer	22.32	2.59	4.00	.20	.45	.30	29.86
with double box mixer	24.51	2.59	4.00	.20	.45	.30	32.05
Stringing Truck	22.32	2.59	4.00	.20	.45	.30	29.86
Swapper	21.61	2.59	4.00	.20	.45	.30	29.15
Team Driver	21.61	2.59	4.00	.20	.45	.30	29.15
Track Truck Equipment	22.32	2.59	4.00	.20	.45	.30	29.86
Tractor, Farm Type	21.61	2.59	4.00	.20	.45	.30	29.15
Turu-U-Wagon (not self-loading)	33.46	2.59	4.00	.20	.45	.30	31.00
Vacuum Trucks, Truck Sweepers:							
single axle	21.61	2.59	4.00	.20	.45	.30	29.15
dual axle	22.32	2.59	4.00	.20	.45	.30	29.86
Warehouseperson	21.61	2.59	4.00	.20	.45	.30	29.15
Water Wagon:							
single axle	21.61	2.59	4.00	.20	.45	.30	29.15
dual axle	22.32	2.59	4.00	.20	.45	.30	29.86
semi	22.32	2.59	4.00	.20	.45	.30	29.86

-18-

SECTION 00820
LABORERS' & MECHANIC
MINIMUM RATES OF PAY

CLASSIFICATION OF LABORERS & MECHANICS	BASIC HOURLY RATE	FRINGE BENEFITS PAYMENTS					TOTAL
		HEALTH & WELFARE	PENSION	LS	MAINT. OF BENEFITS	TR. TRUST	
<u>TRUCK DRIVERS (continued)</u>							
Winch Trucks, Wrecker (flat bed & "A" frame):							
3 tons or less	21.61	2.59	4.00	.20	.45	.30	29.15
over 3 tons	22.32	2.59	4.00	.20	.45	.30	29.86
<hr/>							
<u>TUGBOAT WORKERS</u>							
Deckhand	12.92	1.75	2.25	VACATION: .75			17.67
Engineers & Mates	15.83	1.75	2.25	.91			20.74
Master/Operator	19.58	1.75	2.25	1.13			24.71
<hr/>							
<u>TUNNEL WORKERS</u>							
Laborers						APP TR	
Group I	22.37	2.10	4.00	.15		.20	24.82
Group II	22.74	2.10	4.00	.15		.20	29.19
Group III	23.18	2.10	4.00	.15		.20	29.63
Group IV	23.47	2.10	4.00	.15		.20	29.92
Group V	23.76	2.10	4.00	.15		.20	30.21
Group VI	24.09	2.10	4.00	.15		.20	30.54
Operating Engineers Cruiser Operator, Hole Operator, Heavy Duty Mechanic	24.47	2.35	4.00			.15	30.97

BILL SHEFFIELD, GOVERNOR

DEPARTMENT OF LABOR
WAGE & HOUR ADMINISTRATION
LABOR STANDARDS & SAFETY DIVISION

3301 EAGLE STREET
POUCH 7-021
ANCHORAGE, ALASKA 99510
PHONE: (907) 264-2435

November 30, 1984

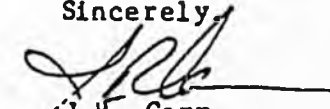
To Whom It May Concern:

The information below reflects corrections of the prevailing rates for some job classes effective immediately. All other rates in Pamphlet No. 600 dated November 1, 1984 will remain in effect until further notice.

If you have any questions, please contact the local regional office nearest you. The addresses are contained in Pamphlet NO. 600.

<u>WORKER CLASSIFICATION</u>	<u>BASIC HR Rate</u>	<u>H/W</u>	<u>PENSION</u>	<u>LS</u>	<u>VAC</u>	<u>APP</u>	<u>Total</u>
Page 1 ASBESTOS WORKER Insulation Installer	28.13	1.27	3.50			.10	33.00
Page 10 PLUMBER AREA II	25.20	1.40	3.90			.30	30.80
Page 15 POWER EQUIP. OPR. GROUP V	17.75	2.35	4.00			.15	24.25
Page 16 SURVEYORS				<u>LS.</u>	<u>MAINT. OF BENEFITS</u>	<u>TR. TRUST</u>	
Chief of Parties	25.92	2.59	3.00	.20	.45	.30	32.46
Party Chief	24.88	2.59	3.00	.20	.45	.30	31.42
Assoc. Party Chief	23.20	2.59	3.00	.20	.45	.30	29.74
Instrument person	22.43	2.59	3.00	.20	.45	.30	28.97
Office Survey Tech	22.43	2.59	3.00	.20	.45	.30	28.97
Stakehop	22.43	2.59	3.00	.20	.45	.30	28.97
Chainperson	18.85	2.59	3.00	.20	.45	.30	25.39
Page 16-19 TRUCK DRIVERS							
Increase pension amount by \$.10 to \$4.10 with a corresponding increase of \$.10 to the total for each listing of truck drivers on pages 16,17,18 & 19.							
Page 18 Swamper-change to Swamper helper							
	19.01	2.59	4.10	.20	.45	.30	26.65

Sincerely,



J.K. Carr
Statewide Supervisor

SECTION 00820
LABORERS' & MECHANICS
MINIMUM RATES OF PAY

Copy for insertion into Pamphlet 600. Please staple in front cover.

<u>WORKER CLASSIFICATION</u>	<u>BASIC HR Rate</u>	<u>H/W</u>	<u>PENSION</u>	<u>LS</u>	<u>VAC</u>	<u>APP</u>	<u>Total</u>
Page 1 ASBESTOS WORKER Insulation Installer	28.13	1.27	3.50			.10	33.00
Page 10 PLUMBER AREA 11	25.20	1.40	3.90			.30	30.80
Page 15 POWER EQUIP. OPR. GROUP V	17.75	2.35	4.00			.15	24.25
Page 16 SURVEYORS				<u>LS.</u>	<u>MAINT. OF BENEFITS</u>	<u>TR. TRUST</u>	
Chief of Parties	25.92	2.59	3.00	.20	.45	.30	32.46
Party Chief	24.88	2.59	3.00	.20	.45	.30	31.42
Assoc. Party Chief	23.20	2.59	3.00	.20	.45	.30	29.74
Instrument person	22.43	2.59	3.00	.20	.45	.30	28.97
Office Survey Tech	22.43	2.59	3.00	.20	.45	.30	28.97
Stakehop	22.43	2.59	3.00	.20	.45	.30	28.97
Chairperson	18.85	2.59	3.00	.20	.45	.30	25.39
Page 16-19 TRUCK DRIVERS							
Increase pension amount by \$.10 to \$4.10 with a corresponding increase of \$.10 to the total for each listing of truck drivers on pages 16, 17, 18 & 19.							
Page 18 Swamper-charge to Swamper helper							
	19.01	2.59	4.10	.20	.45	.30	26.65

END SECTION

00820-16

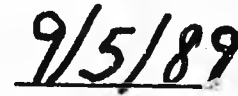


RECORDS CERTIFICATION



I, the undersigned, an employee of the State of Alaska, do hereby certify that the microfilm images on this microform are accurate reproductions of the original records of the State of Alaska as accumulated during the regular course of business, and that it is the established policy and practice of this State to microfilm its records and to dispose of the original records after microfilm reproductions have been made.


Signature of Camera Operator


Date

HB

63

COMMITTEE REPORT

7/14

HOUSE

(7)

FURTHER:

Rules

1/16/85

Date: Feb. 12, 1986

The Committee on Labor and Commerce has had HB 63 "An Act relating to the plumbing code."

under consideration and recommends:

- [] do pass [] do not pass
[] do pass with attached amendments(s)
[] replace with CS for HB 63 (R+C) [] same title [X] new title
and recommends do pass
[] AND attaches a "Letter of Intent" [] New Fiscal Note [X] Zero Fiscal Note Attached
[] reports it back without recommendation
[] referred to the Committee

MEMBERS SIGNING DO PASS

Mike Spence
[Signature]
[Signature]
[Signature]

MEMBERS HAVING OTHER RECOMMENDATIONS:

Gene Steuber - N. Rec
Mike Davis - W. Rec
Mike Reynolds - W. Rec
[Signature]

CHAIRMAN

Original sponsor: Rules/Governor

BY THE LABOR AND
COMMERCE COMMITTEE

1 IN THE HOUSE

2 CS FOR HOUSE BILL NO. 63 (L&C)

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 FOURTEENTH LEGISLATURE - SECOND SESSION

5 A BILL

6 For an Act entitled: "An Act relating to the plumbing code; and providing
7 for an effective date."

8 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

9 * Section 1. AS 18.60.705 is amended to read:

10 Sec. 18.60.705. PLUMBING CODE. The following publications are
11 adopted [DEPARTMENT OF LABOR SHALL ADOPT,] as the official minimum
12 plumbing code for the state: [,]

13 (1) the Uniform Plumbing Code, 1985 [1979] edition, adopted
14 at the 54th [49TH] Annual Conference, September, 1983 [1978], Interna-
15 tional Association of Plumbing and Mechanical Officials, chs. 1 - 13
16 and appendices, Useful Tables, and Installation Standards, but ex-
17 cluding Part I, Administration, pages 1a - 6a, and subject to AS 18.-
18 60.710 - 18.60.740 and the changes specified in (b) of this section;

19 (2) the Uniform Solar Energy Code, 1985 edition, adopted at
20 the 54th Annual Conference, September, 1983, International Association
21 of Plumbing and Mechanical Officials, chs. 1 - 9 and appendices, but
22 excluding Part I, Administration, pages 3 - 9; and

23 (3) the Uniform Swimming Pool, Spa and Hot Tub Code, 1985
24 edition, adopted at the 54th Annual Conference, September, 1983,
25 International Association of Plumbing and Mechanical Officials, chs.
26 1 - 5, but excluding Part I, Administration, pages 1 - 9.

27 * Sec. 2. AS 18.60.705 is amended by adding a new subsection to read:

28 (b) The 1985 edition of the Uniform Plumbing Code adopted under
29 (a)(1) of this section is adopted with the following changes:

1 (1) on page 37, chapter 4, Drainage Systems, section 401,
2 Materials, subsection (a), sub-subsection (1), all material is
3 excluded and the following language is adopted:

4 "(1) Galvanized wrought iron, galvanized
5 steel, ABS, or PVC pipe may not be used underground and
6 must be kept at least six (6) inches above ground."

7 (1) ~~(1)~~ on page 37, chapter 4, Drainage Systems, section 401,
8 Materials, subsection (a), sub-subsection (2), all material is ex-
9 cluded and the following language is adopted:

10 "(2) ABS or PVC installations are limited to
11 ^{VN} residential construction."

12 (2) ~~(2)~~ on page 45, chapter 5, Vents and Venting, section 503,
13 Materials, subsection (a), sub-subsection (2), all material is ex-
14 cluded and the following language is adopted:

15 "(2) ABS or PVC installations are limited to
16 type VN residential construction."

17 (3) ~~(3)~~ on page 75, chapter 10, Water Distribution, section
18 1004, Materials, subsection (a), the second sentence is not adopted.
19 The third sentence of subsection (a) is excluded and the following
20 language is adopted:

21 "CPVC and PF water pipe and tubing may be used for
22 hot and cold water distribution systems within a type
23 VN residential building."

24 * Sec. 3. AS 18.60.740(1) is amended to read:

25 (1) "code" means the 1985 editions of the Uniform Plumbing
26 Code, the Uniform Solar Energy Code, and the Uniform Swimming Pool,
27 Spa and Hot Tub Code [1979 EDITION], adopted at the 54th [49th] Annual
28 Conference, September, 1983 [1978], International Association of
29 Plumbing and Mechanical Officials, as modified and adopted in

1 AS 18.60.705;

2 * Sec. 4. Notwithstanding secs. 1 - 3 of this Act, the installation of
3 a plastic pipe, made from a substance permitted under the code as amended
4 by this Act, in a plumbing or drainage system before the effective date of
5 this Act may not be held to violate the code as amended by this Act.

6 * Sec. 5. This Act takes effect immediately in accordance with AS 01.-
7 10.070(c).

SOUTHEAST ALASKA ICBO CHAPTER
Task Force on Legislative Affairs
February 10, 1986

RE: An Act relating to standards for electrical safety and the Uniform Plumbing Code.

BACKGROUND: The attached Bill causes the State of Alaska, through the Department of Labor, to adopt the most recently published edition of both the Electrical and Plumbing code. This Bill makes future legislation unnecessary for such adoption. Amendment to these codes would be through the processes of regulation governed by the Administrative Procedures Act (APA).

ISSUE STATEMENT: Some communities have adopted recent editions of the National Electrical and Uniform Plumbing Code. The State of Alaska operates from older code editions. Design professionals, contractors, banks, and local Building Officials currently must design, build, finance and enforce practices based on conflicting code editions. The result is confusion within the industry, higher cost of construction, conflict between state and local officials, and an inability to use most advanced materials and technologies allowed by current code editions.

BENEFITS: Passage of this bill would result in the following benefits:

1. Minimize conflict between codes and code officials in Alaska and make the system easier for private sector interests to work within thus keeping construction costs lower.
2. Greater predictability about code requirements meaning design professionals, contractors and suppliers can more accurately assess construction (materials and labor) costs.
3. Provides a position of leadership on the part of the State from

SOUTHEAST ALASKA ICBO CHAPTER
Task Force on Legislative Affairs
February 10, 1986

RE: An Act relating to standards for electrical safety and the Uniform Plumbing Code.

BACKGROUND: The attached Bill causes the State of Alaska, through the Department of Labor, to adopt the most recently published edition of both the Electrical and Plumbing code. This Bill makes future legislation unnecessary for such adoption. Amendment to these codes would be through the processes of regulation governed by the Administrative Procedures Act (APA).

ISSUE STATEMENT: Some communities have adopted recent editions of the National Electrical Code and Uniform Plumbing Code. The State of Alaska operates from older code editions. Design professionals, contractors, banks, and local Building Officials currently must design, build, finance and enforce practices based on conflicting code editions. The result is confusion within the industry, higher cost of construction, conflict between state and local officials, and an inability to use most advanced materials and technologies allowed by current code editions.

BENEFITS: Passage of this bill would result in the following benefits:

1. Minimize conflict between codes and code officials in Alaska and make the system easier for private sector interests to work within thus keeping construction costs lower.
2. Greater predictability about code requirements meaning design professionals, contractors and suppliers can more accurately assess construction (materials and labor) costs.
3. Provides a position of leadership on the part of the State from

which local governments can act.

4. Consumes less legislative time dealing with technical industry issues and more appropriately assigns this responsibility to the department level.

IN SUPPORT:

Southeast Alaska International Conference of Building Officials
(ICBO) Chapter
Southcentral Alaska ICBO Chapter - Anchorage
Interior Alaska ICBO Chapter - Fairbanks
American Institute of Architecture (AIA) - Southeast Chapter

IN THE _____

BY _____

BILL NO. _____

IN THE LEGISLATURE OF THE STATE OF ALASKA

FOURTEENTH LEGISLATURE - SECOND SESSION

A BILL

For an Act entitled: "An Act relating to standards for electrical safety and the Uniform Plumbing Code."

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

* Section 1. AS 18.60.580 is amended to read:

Section 18.60.580. MINIMUM ELECTRICAL STANDARDS. The lat-est [1984] published edition of the National Electrical Code (ANSI/NFPA) approved by the American National Standards Institute [ON AUGUST 5, 1983] and the latest [1984] published edition of the National Electrical Safety Code [ANSI C2-1984] approved by the American National Standards Institute [ON JULY 15, 1983], constitute the minimum electrical safety standards of the state.

* Section 2. AS 18.60.580 is amended by adding a new subsection to read:

(b) The department may by regulation adopt amendments to the minimum electrical safety standards of the state that are set forth in the latest published editions of the National Electrical Code and the National Electrical Safety Code under (a) of this section.

* Section 3. AS 18.60.590 (a) is repealed.

* Section 4. AS 18.60.705 is amended to read:

Section 18.60.705. PLUMBING CODE. The Department of Labor shall adopt, as the official minimum plumbing code for the State, the latest published edition of the code, [UNIFORM PLUMBING CODE, 1979 EDITION, ADOPTED AT THE 49TH ANNUAL CONFERENCE, SEPTEMBER, 1978, INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS, CHS. 1-13 AND APPENDICES, BUT EXCLUDING PART I, ADMINISTRATION, PAGES 1a-6a, AND] subject to AS 18.60.710 - 18.60.740.

* Section 5. AS 18.60.705 is amended by adding a new subsection to read:

(b) The department may by regulation adopt amendments to the code.

* Section 6. AS 1860.740(1) is amended to read:

(1) "code" means the latest published edition of the Uniform Plumbing Code [,] approved and issued by [1979 EDITION, ADOPTED AT THE 49TH ANNUAL CONFERENCE, SEPTEMBER 1978,] the International Association of Plumbing and Mechanical Officials.

SECTIONAL ANALYSIS OF HB 63

Sec. 1 18.60.705

(1) Adopts the 1985 Plumbing Code, excludes Part I Administration pp.1a-6a and provides for changes, infra.

NB: the letter (a), following the words PLUMBING CODE, will be added by the revisor after the bill is passed. This is an editorial drafting omission.

(2) Adopts the 1985 Solar Energy code, excludes Part I Administration, pp. 3-9

(3) Adopts 1985 Swimming Pool, Spa and Hot Tub code, excludes Part I Administration, pp. 1-9.

Sec. 2 Amends 1985 Plumbing Code

Allows ABS or PVC pipe to be used in waste and vents systems in type VN (type 5 nonrated = 8 plex) residential construction.

(4) Allows for CPVC and PB pipe to be used in type VN residential construction for hot and cold potable water carrying within the building. The omitted sentence 2 allowed CPVC and PB to be used outside the building as well.

Sec. 3 defines code, as modified by the above amendments.

Sec. 4 Is a grandfather clause, allowing buildings built in violation of the former code and of the 1985 code as amended by this bill to be left in noncompliance. The grandfather clause is good until the effective date of the Act.

Sec. 5 effective date is immediate.

Sid Billingslea
Committee Aide, HL&C

ALASKA STATE AFL-CIO

2501 Commercial Dr.
Anchorage, Alaska 99510
907-338-6284

819 11th Ave.
Fairbanks, Alaska 99701
907-456-2030



February 1, 1986

Representative Marco A. Pignalberi
P.O. Box V
Juneau, AK 99811

Dear Marco:

I offer the following in an attempt to respond to any justification that ARCO Alaska might have for placing ads in outside newspapers for positions that could be filled by bona-fide Alaska residents:

1. The argument that there are not enough qualified Alaskan residents is patently false and absurd for anyone to believe. State DOL statistics will indicate the number of qualified out of work residents.

2. The argument that there are qualified union residents, but that they will be fined or in some way punished by the unions is not true. In fact, many of our members are truly suffering financially. Many are losing their homes and automobiles and are going through extreme financial hardships because there are few jobs available in some of these particular skill areas.

Some unions have sent people to oil fields in attempts to organize--many have been fired when they were discovered. The NLRB is pursuing against VECO at this time. VECO is notoriously non-union. Realistically, is ARCO so humanitarian that they don't want to put an Alaskan union resident in a bind with his union? Ridiculous!

Because of this, many local unions encourage the members to go to work, even if it is non-union, to prevent family economic disaster.

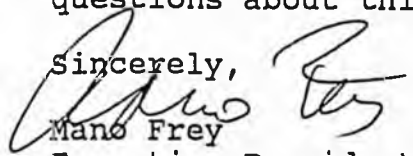
Some unions have even restructured the hiring hall procedures, recognizing the reality that there is not enough union work for the membership. I do think a legitimate fear that ARCO might have is that the unions would attempt to organize non-union workers by having qualified Alaskan resident union members comprise a majority of the work force. I am the first to admit that this is a legal organizing method that would be used, but it certainly is not a justification for ignoring the unemployed in this state. These people not only possess the necessary skills, but many have also worked in arctic conditions, requiring little or no acclimation to the harsh conditions. The unions would be more than willing to work with ARCO and any other company to settle any supposed disagreements and the discrimination now taking place against unemployed Alaskans.

The argument used by Harold Heinze that ARCO can request non-union sub-contractors to hire Alaskan residents, but is prevented by union rules from doing this is the silliest argument I have ever heard from a person as knowledgeable as Harold Heinze. He knows that the hiring hall rules are one of the negotiable items in any union contract. To dispel any rumors, the unions of Alaska have negotiated and are willing to negotiate additional language mandating local hire. It is legal for unions to assure that qualified residents are hired first, but this takes a joint effort, since ARCO provides the work (and most recently, the rhetoric, regarding their poor record with regard to sub-contractors hiring locally).

I would be able to verify any of the foregoing, including testimony from many of our members who are distraught over the economic difficulties they now face. The members are asking us if they should go to Denver in order to get a job in Alaska.

One thing for your committee to remember: The unions in Alaska have maintained a truthful, consistent position for having a good local hire law. We admit that we are not perfect, but we are striving to make sure our hiring rules give resident preference. We have never asked for your help in organizing non-union workers, only in providing an atmosphere which encourages jobs for ALASKANS. The unions in Alaska have never lied to you. The ads placed in outside newspapers speak for themselves about the integrity of ARCO Alaska in their past presentation to you. If I can answer any questions about this, I am readily available.

Sincerely,



Mano Frey

Executive President
Alaska A.F.L. C.I.O.

STATE OF ALASKA

DEPARTMENT OF LABOR

OFFICE OF THE COMMISSIONER

BILL SHEFFIELD, GOVERNOR

P.O. BOX 1149
JUNEAU, ALASKA 99802
PHONE: (907) 465-2700

March 11, 1985

The Honorable Mike Navarre
Chairman
Labor and Commerce Committee
House of Representatives
Pouch V
Juneau, AK 99801

Dear Representative Navarre:

Re: House Bill 63, "An Act relating to the Plumbing Code".

The Department needs to amend two provisions in House Bill 63, as follows:

Section 1. Line 20 needs to be amended to read:

of Plumbing and Mechanical Officials, chs. 1--9 and appendices, but excluding Part I, Administration, pages 3--9; and

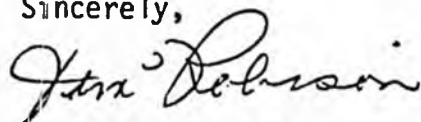
Section 1. Line 23 needs to be amended to read:

International Association of Plumbing and Mechanical Officials, chs. 1--5 but excluding Part I, Administration, pages 1--9.

We did not have copies of the 1985 codes when we drafted our bill, so we were not aware that the Solar Energy Code and Swimming Pool, Spa and Hot Tub Code both contained an Administration section. This section is comparable to the Administration section in the Plumbing code itself, which Alaska has never adopted.

Thank you for your help with these amendments.

Sincerely,



Jim Robison
Commissioner

cc: Bob Bacolas, Director, LS&S

Introduced: 3/18/85
Referred: Labor & Commerce

BY THE LABOR AND
COMMERCE COMMITTEE

1 IN THE SENATE

2 SENATE BILL NO. 238

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 FOURTEENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act relating to the plumbing code."

7 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

8 * Section 1. AS 18.60.705 is amended to read:

9 Sec. 18.60.705. PLUMBING CODE. The following publications are
10 adopted [DEPARTMENT OF LABOR SHALL ADOPT,] as the official minimum
11 plumbing code for the state,

12 (1) the Uniform Plumbing Code, 1985 [1979] edition, adopted
13 at the 54th [49TH] Annual Conference, September 1983 [,1978], Interna-
14 tional Association of Plumbing and Mechanical Officials, chs. 1 - 13
15 and appendices, Useful Tables, and Installation Standards, but ex-
16 cluding Part I, Administration, pages 1a - 6a, and subject to AS 18.-
17 60.710 - 18.60.740 and the changes specified in (b) of this section;

18 (2) the Uniform Solar Energy Code, 1985 edition, adopted at
19 the 54th Annual Conference, September, 1983, International Association
20 of Plumbing and Mechanical Officials; and

21 (3) the Uniform Swimming Pool, Spa and Hot Tub Code, 1985
22 edition, adopted at the 54th Annual Conference, September, 1983,
23 International Association of Plumbing and Mechanical Officials.

24 * Sec. 2. AS 18.60.705 is amended by adding a new subsection to read:

25 (b) The 1985 edition of the Uniform Plumbing Code adopted under
26 (a)(1) of this section is adopted with the following changes:

27 (1) On Page 37, Chapter 4, Drainage Systems, 401, Mate-
28 rials, Subsection (a), Sub-subsection (1), all material is excluded
29 and the following language is adopted:

1 "(1) Galvanized, wrought iron, galvanized
2 steel, [ABS, or PVC] pipe may not be used underground and
3 must be kept at least six (6) inches above ground."

4 (2) On Page 37, Chapter 4, Drainage Systems, Section 401,
5 Materials, Subsection (a), Sub-subsection (2), all material is ex-
6 cluded and the following language is adopted:

7 "(2) ABS or PVC installations are limited to
8 type VN residential construction [of not more than 35 feet
9 in stack height] [ABS and PVC pipe may not be less than
10 schedule 40 (IPS) standard steel pipe thickness.]"

11 (3) On Page 45, Chapter 5, Vents and Venting, Section 503,
12 Materials, Subsection (a), Sub-subsection (2), all material is ex-
13 cluded and the following language is adopted:

14 "(2) ABS or PVC installations are limited to
15 type VN residential construction [of not more than 35 feet
16 in stack height. ABS and PVC pipe may not be less than
17 schedule 40 (IPS) standard steel pipe thickness.]"

18 (4) On Page 45, Chapter 5, Vents and Venting, Section 503,
19 Materials, Subsection (b), all material is excluded and the following
20 language is adopted:

21 "(b) A person shall use cast iron, galvanized
22 malleable iron or galvanized steel, lead, copper, brass,
23 ABS, PVC, or other approved materials for vent fittings,
24 and galvanized malleable iron, galvanized steel. [ABS
25 or PVC may not be used underground and must be kept at
26 least six (6) inches above ground.]"

27 (5) On Page 75, Chapter 10, Water Distribution, Section
28 1004, Materials, Subsection (a), the second and third sentences are
29 not adopted.

1 (6) On Page 75, Chapter 10, Water Distribution, Section (e)
2 is not adopted.

3 * Sec. 3. AS 18.60.740(1) is amended to read:

4 (1) "code" means the 1985 editions of the Uniform Plumbing
5 Code, the Uniform Solar Energy Code, and the Uniform Swimming Pool,
6 Spa and Hot Tub Code [1979 EDITION], adopted at the 54th [49th] Annual
7 Conference, September 1983 [1978], International Association of Plumb-
8 and Mechanical Officials, as modified and adopted in AS 18.60.705;

AMENDMENT TO
HOUSE BILL NO. 63
IN THE LEGISLATURE OF THE STATE OF ALASKA
FOURTEENTH LEGISLATURE - FIRST SESSION
A BILL

For an Act entitled: "An Act relating to the plumbing code."

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

* Section 1. AS 18.60.705. is amended to read:

Sec. 18.60.705 PLUMBING CODE. The following publications are adopted [DEPARTMENT OF LABOR SHALL ADOPT,] as the official minimum plumbing code for the state,

(1) the Uniform Plumbing Code, 1985 [1979] edition, adopted at the 54th [49th] Annual Conference, September, 1983 [1978], International Association of Plumbing and Mechanical Officials, chs. 1 - 13 and appendices, Useful tables, and Installation Standards, but excluding Part I, Administration, pages 1a - 6a, and subject to AS 18.60.710 - 18.60.740 and the changes specified in (b) of this section:

(2) the Uniform Solar Energy Code, 1985 edition, adopted at the Annual Conference, September, 1983, International Association of Plumbing and Mechanical Officials; and

(3) the Uniform Swimming Pool, Spa and Hot Tub Code, 1985 edition, adopted at the 54th Annual Conference, September, 1983 International Association of Plumbing and Mechanical Officials.

* Sec. 2. AS 18.60.705 is amended by adding a new subsection to read: (b) The 1985 edition of the Uniform Plumbing Code adopted under (a) (1) of this section is adopted with the following changes:

(2) On Page 37, Chapter 4, Drainage Systems, Section 401, Materials, Subsection (a), Sub-Subsection (2), all material is excluded and the following language is adopted:

"(2) ABS or PVC DWV Piping installations shall be limited to residential construction."

(3) On Page 45, Chapter 5, Vents and Venting, Section 503, Materials, Subsection (a), Sub-Subsection (2), all material is excluded and the following language is adopted:

"(2) ABS or PVC DWV Piping installations shall be limited to residential construction."

(5) On Page 75, Chapter 10, Water Distribution, Section 1004, Materials, Subsection (a), the second and third sentences are not adopted.

(6) On Page 75, Chapter 10, Water Distribution, Section (e) is not adopted.

* Sec. 3. AS 18.60.740(1) is amended to read:

(1) "code" means the 1985 editions of the Uniform Plumbing Code, the Uniform Solar Energy Code, and the Uniform Swimming Pool, Spa and Hot Tub Code [1979 EDITION], adopted at the 54th [49th] Annual Conference, September 1983 [1978], International Association of Plumbing and Mechanical Officials, as amended and adopted in AS 18.60.705;

August 1985
65th Year

REEVES JOURNAL

PLUMBING • HEATING • COOLING

A Business News Publishing Co. Publication Serving the HVAC Industry

Entrepreneurial
in Los Angeles
Financial
Good for '85
May Have



Anti-Plastics Forces Bring Out Hired Guns in LA A-40 Session

by Larry Dill

UNIVERSAL CITY, Calif. — It was only fitting that the American National Standards Institute's A-40 Committee on Safety Requirements for Plumbing hold its latest meeting at the Universal Sheraton Hotel here July 23-25.

Overlooking the Universal Studio lots, soundstages and outdoor arenas used for western stunt shows and the like as part of the studio's tours, the hotel was the perfect site for an old fashioned shootout between the advocates and opponents of plastic piping materials. The only trouble with the shootout, however, was that it was as one-sided as Custer's debate with Sitting Bull. If it was a fight, it would have been stopped on cuts in the third round.

While the majority of the three-day exercise was dominated by tedious reviews of the A-40 Committee's Table 3.1.3 (Standards for Materials, Equipment, Joints and Connections) and discussions regarding the chapters pertaining to such products in the developing model code being formulated by the committee, the liveliest session took place on the opening afternoon when it was announced that there would be a 90-minute discussion on permeation of plastic piping materials, providing 45 minutes for both advocates and opponents of plastic pipe to speak, to be followed by a 10-minute question-and-answer session.

The first speaker called to the podium was Jack Lancaster, spokesman for the Plastic Pipe and Fittings Association (PPFA). Lancaster briefly outlined PPFA's position on the issue of pipe permeation and reviewed two documents — a review of the plastics industry's position on permeation (which had the joint letterheads of the Plastic Pipe Institute, the Vinyl Institute, the Uni-Bell PVC Plastic Pipe Association and PPFA) and a copy of PPFA's position that characteristics of water and soil should be considered when making materials selections.

The former document listed the advantages of using plastic piping materials and the latter stressed that proper evaluation of soil and water conditions would lead to responsible selection of materials. The conclusions of the second document stated that "in order to maintain a viable supply of potable water, thought must be given to the installation of affected materials in known or suspect soil and ground water conditions which may cause



Jack Lancaster, Plastic Pipe and Fittings Association, reviews PPFA's position on pipe permeation.

permeation, corrosion or structural failure of the pipe, tubing or fittings."

The point of Lancaster's presentation, it appeared, was that all piping materials are subject to failure or permeation and leaching under particular circumstances.

Lancaster's statement was concluded in approximately six minutes and he sat down with nearly 40 minutes still allotted to him. The shortness of Lancaster's presentation was surprising to many of the committee members present at the session, including one who candidly told *Reeves Journal*, "I went to the bathroom and when I got back Jack was sitting down."

Opponents Speak

After Lancaster concluded his remarks and left the podium, chairman Vincent Doyle, representing the Mechanical Contractors Association of America as part of the joint committee with the National Association of Plumbing-Heating-Cooling Contractors as joint secretariats of the committee, called for the other speakers to step forward.

If Lancaster's presentation appeared to be surprisingly short and light to the committee members, what was to follow was a grand performance.

The committee members next witnessed a very organized, polished, professional and dynamic presentation by Raymond J. Leonardini, the attorney who has represented the California Pipe Trades (consisting primarily of United Association interests) in its legal battles

with the International Association of Plumbing and Mechanical Officials (IAPMO) during the last three years over the addition of certain plastic pipe products to the Uniform Plumbing Code. He was followed by Marc Lappe, PhD and the chief consultant to the California Pipe Trades on matters concerning its charges that plastic pipe contains toxic materials which are hazardous to the health of the public.

Leonardini, in his best courtroom manner, delivered a moving presentation blasting plastic piping products and their usage in plumbing systems. He also called for the A-40 Committee members to use their own judgment to keep plastics from their model code document. Lappe followed with supporting statements from a health policy consultant's viewpoint, before Leonardini delivered the closing summation.

Toxic Spills

Addressing the subject of permeation, Leonardini cited statistics that estimate 300 toxic waste spills in California every three months. "You don't know where those spills are going to be," he said, "so the idea of analyzing permeation and saying not to put them (plastic pipes) in areas where there are known toxins" is similar to "closing the corral after the horses are out."

"How are you going to know where there is going to be a toxic spill?" Leonardini asked, labeling the committee members "public policy makers and public health officials."

The attorney then pointed out that while efforts are made to determine locations that were once the sites of hazardous wastes, several cases pop up each year where housing tracts have been found to be built on waste sites three or four years after their construction.

One of Leonardini's strongest contentions was that research performed by the American Water Works Company revealed that toxic vapors, particularly from gasoline products, can permeate plastic piping as well as liquids.

"Now where are you going to put pipe to avoid infiltration and permeation by vapors?" he asked.

Leonardini went on to discuss a recent lawsuit filed in the San Jose region concerning polybutylene piping system failures. Submitting a deposition on the issue for the record, Leonardini called the failure rate of PB "time dependent."

"Because of the chemical development of that pipe (PB), if you wait long

enough that particular installation will fail," he claimed.

Leonardini concluded his opening remarks and called upon Lappe, a former official with California's Department of Health and the chief consultant in the lawsuit brought forward by the California Pipe Trades Council and the state's former director of the Department of Consumer Affairs, Richard Spohn, who lent his name to the IAPMO lawsuit under the banner of the Department of Housing.

"I want to thank this group for giving me the opportunity to speak, and the United Association for bringing me here," Lappe said in his opening remarks.

Lappe later explained that the quality of drinking water is generally measured at its source in public treatment facilities. "We assume that nothing happens to it to add and alter any levels of contaminants in transit," he added, charging that contaminants are being picked up through plastic piping systems.

"We also know of contaminants from metal ions and we are assuming that they are not raising the level of lead, copper or arsenic above the levels that are permissible from the source."

Lappe pointed to three studies conducted by the Pipe Trades Council (under his supervision), the American Water Works Company and the Vinyl Institute.

"What each of these studies found was that there are differences as clear as day and night between plastic and metal," he said. "Plastic permeates certain organic chemicals of health concern. Metal absolutely unequivocally does not."

Leonardini Summarizes

Leonardini followed with a tight, passionate conclusion that hit home with a number of emotional charges and pleas to the committee members.

The attorney challenged IAPMO (which has successfully defended its position on plastics against the Pipe Trades Council, et al in the courts, largely from a judge's ruling that no sufficient evidence has been produced to show any health hazards from plastic piping) and its 1982 UPC additions of plastics. He also questioned the validity of the National Sanitation Foundation which presented key testimony in IAPMO's California lawsuit.

Noting that IAPMO relies upon NSF testing, Leonardini said, "NSF 14 is an inadequate standard for the evaluation and analysis of leaching characteristics in plastic pipe.

"Can you trust EPA? EPA is talking about relying on NSF. EPA has not developed drinking water standards for any of the chemicals that are involved."

Leonardini concluded by stating that all of the data is yet to be received and



John Woodward, Cast Iron Soil Pipe Institute, expresses his opinion during a discussion of the A-40 Committee's proposed product standards.

that it would probably take at least another year and a half to gather all information and comments on the conclusions.

"You have nothing to gain and everything to lose" by acting before governmental studies are completed, he said in closing.

Confusion Begins

The polished presentation by Leonardini and Lappe was followed by Doyle's announcement that "in the interest of fairness to both sides and everyone who is on the committee," a 10-minute question-and-answer period would follow.

Lancaster returned to the podium and began to comment on the remarks made by the other two speakers by first acknowledging that he, indeed, represented PPFA and that the other speakers were employed to represent the interest of the United Association.

Lancaster's remarks were quickly met with an objection from Edward Brabec, executive vice president of the United Association. This was followed by Doyle's announcement that the remaining time would be limited to questions from the floor, not rebuttal statements.

Lancaster protested the procedures and then left the podium where Leonardini and Lappe proceeded to answer several questions from the committee members regarding their statements.

Very Convincing

To the members of the audience, it must have appeared as though the anti-plastic speakers clearly presented a very convincing argument for their case, while the plastic concerns failed to prove any of their contentions.

When confronted with the question of why Lancaster had failed to make a more comprehensive and prepared statement, PPFA attorney Robert Creamer and Lancaster both charged that they had no prior knowledge that

speakers were going to be given 45 minutes each nor were they informed of the type of presentation Leonardini and Lappe were going to make.

While the plastics representatives claimed that they had not been contacted directly by the committee, but that a message was delivered through a third party, chairman Doyle told Reeves Journal that he did speak to Lancaster personally by telephone. William Abernathy, committee secretary, George Kauffman, co-chairman, and at least two A-40 members told Reeves Journal they had been told that PPFA was notified of the anti-plastics concerns' plans to appear at the meeting more than a month prior to the sessions.

Creamer told Reeves Journal that PPFA did not have any plans of making a similar presentation before the committee because the organization did not feel it was the proper venue to air such testimony.

"This group, regardless of what they call themselves or how they self-anoint themselves, is not competent to make these kinds of decisions, and we are not going to engage in a debate before the A-40 Committee on scientific and technical matters.

"The union can bring in people to talk about whatever they want, but we are not going to do anything that would imply that this committee is competent enough to make those kinds of judgments.

"For us to bring in toxicologists would be, in effect, to submit this issue to this group; and it doesn't belong here. This may be a safety code in terms of traditional concern of plumbers for safety, in terms of what is a safe plumbing system, but I don't believe that makes this group competent to decide whether a particular kind of plastic pipe leaches or is permeable to

Continued on page 50

Final Arguments Presented In Calif. Suit Challenging AC Efficiency Rates

by Larry Dill

SACRAMENTO, Calif. — A Sacramento county superior court judge is expected to deliver a final decision in early October on the lawsuit pitting air conditioning manufacturers against the California Energy Commission (CEC) over the CEC's proposed 1988 and 1993 minimum energy efficiency standards.

Judge James I. Morris heard final arguments from attorneys on July 16, and agreed to allow both sides of the litigation to file final closing briefs within 15 days. Upon filing of the briefs, which will be limited to material presented during the July 16 court session, the parties involved in the suit will then have 30 days to file written responses. Upon review of the material submitted, Morris will then deliver his written decision, probably in early October.

The suit was filed by Lennox Industries, Inc., Bard Manufacturing Co., Heil Heating and Cooling Products and Borg-Warner Central Environmental Systems, Inc.. In a related action, American Standard's Trane Division has petitioned the CEC to reconsider its decision to adopt a minimum seasonal energy efficiency ratio (SEER) of 8.9 — beginning in 1988. The SEER would raise to 9.9 in 1993. California's current minimum SEER is 8.0.

The majority of the July 16 session centered around closing arguments by attorneys Thomas Knox, who represents Lennox Et Al, and Bruce Dodge, legal counsel for Trane.

The plaintiffs' attorneys focused their attention on charges that the CEC staff was selective in its use of reference materials, particularly data from the Department of Energy, and claims that the proposed regulations would drastically increase costs while resulting in products and requirements that would not be cost effective for consumers.

"We're very optimistic about the outcome," David F. Lewis, director of marketing for Lennox Industries, told Reeves Journal. "We think that the regulations will end up costing the consumer a lot more money. The key is that we don't feel it will be cost effective for the consumer."

Lewis also pointed out that the manufacturers contend CEC reached its decision through the selection of data that would only support its position.

Knox outlined a number of points raised in previous testimony which are being challenged by the manufacturers.

While questioning the methodology used to evaluate such factors as feasibility of compliance, discount rates, maintenance costs and particularly the

"design life of units," Knox zeroed in on his clients' contention that the CEC did not have sufficient evidence to develop its regulation. Knox contended that CEC used the wrong "baseline" to determine the cost efficiency of air conditioners that would be subject to the regulations.

"They used the wrong yardstick to measure the cost effectiveness of the 1993 standards," Knox said. "There is no evidence considered that states SEER 9.9 will be cost effective in 1999," he added.

A large portion of the final session was spent arguing the language used in the regulation. The primary question was whether units covered by the regulation should be classified as residential or commercial or single and triple phase air conditioners.

Dodge stated that no data was submitted on a commercial category and that there is no evidence to support the contention the proposed SEERs would be cost effective. He suggested that the regulation be sent back to the CEC staff to either add language specifying commercial air conditioners or that com-

mercial units be exempted from the action.

Exemption would be more favorable, he argued, because of the projected difficulty in enforcing such distinctions, particularly in light of the possibility of units designated for commercial applications being used for residential installations.

In challenging the CEC's selection of data in its regulation formulation process, Knox contended that the CEC staff ignored workshop testimony and input from industry sources and instead selectively referred to data that only tended to back its position on SEER minimums, particularly information from DOE.

Alan B. Lilly, deputy attorney general representing the CEC and the State of California, responded that CEC didn't rely on testimony supplied by industry because it was "just the opinions of their engineers."

CEC has been joined in the defense of the proposed regulation by Carrier Corp. and the Natural Resources Defense Council.

A-40 Committee

Continued from page 10

such a point that it should not be used in plumbing systems.

"No one on that committee is competent to make those kinds of decisions, and it's ironic to note that through all of the procedures they have said they are incompetent to decide whether lead should be used. They have decided they aren't competent to decide whether certain kinds of asbestos products should be used in the code. They have said they are not competent to make judgments whether certain kinds of pipe assemblies are fire retardant. They have denied competence to determine all kinds of issues, but yet when it comes to these extremely complex, complicated and controversial issues about plastic pipe, then all of a sudden there is a group of people that is in there who deem themselves highly competent to decide if plastic pipe should be used.

"And that's what we have, but we simply aren't going to submit that issue to this group. So we're not going to come in with our own dog and pony show."

Both Lancaster and Creamer contend that governmental agencies such as EPA and the Department of Health should be involved in the study and evaluation of the issue.

Couldn't Rebut

Lancaster protested the fact that he was not provided the opportunity to answer the charges made by Leonardini and Lappe, stating that they made several misstatements of fact.

As an example, he countered that the lawsuit in San Jose is centered around a mechanical fastening system, not issues concerning cancer. "He was pulling apples and oranges," Creamer added of his legal counterpart.

When it was pointed out to the plastics spokesmen that a member of the audience would surely have to be influenced by the presentation made by their foes, based on PPFA's lack of performance, Creamer concluded, "You got the message that the sponsors and the union people wanted you to get because, again, we were never told what was going to happen and they had a canned, rehearsed, slick presentation. The other thing to remember, and I'll stop saying it eventually, is that this is not the forum for that kind of thing."

Regardless of the contentions of PPFA, they may find that their counterparts on the committee left with a very strong impression from the presentation made by Leonardini and Lappe. If they were keeping score in the grandstands, the committee members may have concluded that it was no contest. The hired guns scored a TKO.



REEL'S JOURNAL - JULY 1985

Southwest Gas Replacing ABS Pipe in Gas Lines

PHOENIX, — Southwest Gas Corp. has been given the central business area top priority in its program to replace an estimated 2,300 miles of possibly defective gas pipe.

The utility acquired the gas distribution system from Arizona Public Service (APS) last November.

The first phase of the project is expected to require between three and four months and will depend on several contractors working simultaneously in various sections of the target area. Some of the work is already underway, according to John Hanenburg, program manager.

Utility officials noted that the program will involve all ABS-type plastic pipe. APS had used the pipe extensively in the Greater Phoenix area and in other parts of Arizona between 1959 and 1971.

Officials said the pipe constitutes about 23 per cent of the entire system. The whole replacement program will cost an estimated \$120 million and will last about six years.

The ABS pipe was involved in an explosion in Phoenix last September that killed five persons and prompted an investigation. The probe revealed that the pipe was aging more rapidly than expected initially.

Reeves JOURNAL - JULY 1985

Oregon City Seeking \$3 Million to Replace Broken Plastic Pipe

by Jim Norland

MEDFORD, Ore. - This southern Oregon city of 50,000 is asking seven suppliers of plastic pipe to reimburse more than \$3 million in damages the city expects to sustain in replacing the polybutylene water pipe bought between 1971 and 1981.

Attorneys for the Medford Water Commission and the City of Medford told the suppliers by letter, "It would appear . . . that this water pipe does not meet the requirements, warranties or representations made by you at the time of sale."

The city and the water commission have recently discovered defects and consequent breaking of "numerous pipe," says W. V. Deatherage, a member of Frohnmayer, Deatherage, deSchweinitz, Pratt & Jamieson, P.C., Attorneys at Law, in Medford.

Deatherage has asked each of the seven suppliers to notify his firm by June 26 whether they want to reimburse the two government entities "for the damages they have suffered as a result of said defective pipe."

"The Medford Water Commission will be required to replace all of this water pipe, which it has estimated will be at a cost in excess of \$2,000,000,"

Deatherage's letter continues.

Medford City Attorney Gene Clark told Reeves Journal that the total damage is expected to be "in excess of \$3 million, but no one supplier is expected to be responsible for more than \$2 million."

Letters identical to the one quoted went to The Flintkote Co., Pipe Products Group, Orangeburg, N.Y.; Clow

Corp., Plastics Division, P.V.C. Plastic Pipe, Bensenville, Ill.; Western Products Co., Union City, Calif.; Hinds Supply Co., Beaverton, Ore.; Westflex Manufacturing Co., Division of Western Plastic & Rubber Co., Richmond, Calif.; Budge-McHugh Supply Co., Medford; and Consolidated Supply Co., Portland, Ore.

Introduced: 1/16/85
Referred: Labor & Commerce

BY THE RULES COMMITTEE BY
REQUEST OF THE GOVERNOR

1 IN THE HOUSE

2 HOUSE BILL NO. 63

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 FOURTEENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled, "An Act relating to the plumbing code."

7 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

8 * Section 1. AS 18.60.705 is amended to read:

9 Sec. 18.60.705. PLUMBING CODE. The following publications are
10 adopted [DEPARTMENT OF LABOR SHALL ADOPT,] as the official minimum
11 plumbing code for the state,

12 (1) the Uniform Plumbing Code, 1985 [1979] edition, adopted
13 at the 54th [49TH] Annual Conference, September, 1983 [1978], Interna-
14 tional Association of Plumbing and Mechanical Officials, chs. 1 -- 13
15 and appendices, Useful Tables, and Installation Standards, but ex-
16 cluding Part I, Administration, pages 1a -- 6a, and subject to AS 13.-
17 60.710 -- 13.60.740;

18 (2) the Uniform Solar Energy Code, 1985 edition, adopted at
19 the 54th Annual Conference, September, 1983, International Association
20 of Plumbing and Mechanical Officials; and

21 (3) the Uniform Swimming Pool, Spa and Hot Tub Code, 1985
22 edition, adopted at the 54th Annual Conference, September, 1983,
23 International Association of Plumbing and Mechanical Officials.

24 * Sec. 2. AS 18.60.740(1) is amended to read:

25 (1) "code" means the 1985 editions of the Uniform Plumbing
26 Code, the Uniform Solar Energy Code, and the Uniform Swimming Pool,
27 Spa and Hot Tub Code [1979 EDITION], adopted at the 54th [49th] Annual
28 Conference, September 1983 [1978], International Association of Plumb-
29 ing and Mechanical Officials;

Plumbing Code - UCA

Moen ✓

SHARON
MACKLIN

A M E N D M E N T

In the HOUSE

By Navarre by request

TO: HB 63

Page 1, after line 29, insert new bill sections to read:

"* Sec. 3. AS 18.62.010 is amended to read:

Sec. 18.62.010. CERTIFICATE OF FITNESS REQUIRED. In connection with work performed subject to the standards established in AS 18.60.-580 and [AS] 18.60.705, a person may not be employed without a certificate of fitness to perform the work, except that a certificate of fitness may not be required of

(1) employees of an electric utility which does not have within its service area any portion of a city or unified municipality having more than 2,500 population; or

(2) a sewer or water line installer.

* Sec. 4. AS 18.62.010 is amended by adding a new subsection to read:

(b) In (a) of this section, a 'sewer or water line installer' means

(1) a person employed to install a building sewer pipe within the property lines of the building, starting at the first joint from the building to the main sewer trunk or disposal field; or

(2) a person employed to install a water service pipe from a private or public water supply to the first joint in a building above ground, within the property lines of the building."

Introduced: 3/18/85
Referred: Labor & Commerce

BY THE LABOR AND
COMMERCE COMMITTEE

1 IN THE SENATE

2 SENATE BILL NO. 238

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 FOURTEENTH LEGISLATURE - FIRST SESSION

5 A BILL

6 For an Act entitled: "An Act relating to the plumbing code."

7 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

8 * Section 1. AS 18.60.705 is amended to read:

9 Sec. 18.60.705. PLUMBING CODE. The following publications are
10 adopted [DEPARTMENT OF LABOR SHALL ADOPT,] as the official minimum
11 plumbing code for the state,

12 (1) the Uniform Plumbing Code, 1985 [1979] edition, adopted
13 at the 54th [49TH] Annual Conference, September 1983 [.1978], Interna-
14 tional Association of Plumbing and Mechanical Officials, chs. 1 - 13
15 and appendices, Useful Tables, and Installation Standards, but ex-
16 cluding Part I, Administration, pages 1a - 6a, and subject to AS 18.-
17 60.710 - 18.60.740 and the changes specified in (b) of this section;

18 (2) the Uniform Solar Energy Code, 1985 edition, adopted a
19 the 54th Annual Conference, September, 1983, International Association
20 of Plumbing and Mechanical Officials; and

21 (3) the Uniform Swimming Pool, Spa and Hot Tub Code, 1985
22 edition, adopted at the 54th Annual Conference, September, 1983,
23 International Association of Plumbing and Mechanical Officials.

24 * Sec. 2. AS 18.60.705 is amended by adding a new subsection to read:

25 (b) The 1985 edition of the ~~Uniform Plumbing Code adopted under~~
26 ~~(a)(1) of this section~~ ~~is amended with the following changes:~~

27 (1) On Page 37, Chapter 4, Drainage Systems, 401, Mate-
28 rials, Subsection (a), Sub-subsection ~~(a)~~, ~~all~~ material is excluded
29 and the following language is adopted:

1 "(1) Galvanized, wrought iron, galvanized
2 steel, ABS, or PVC pipe ~~may not be used underground~~ and
3 must be kept at least six (6) inches above ground."

4 (2) On Page 37, Chapter 4, ~~Drainage~~ systems, Section 401,
5 Materials, Subsection (a), Sub-subsection (2), all material is ex-
6 cluded and the following language is adopted:

7 "(2) ABS or ~~PVC~~ installations ~~are limited to~~
8 ~~type VN residential construction of not more than 35 feet~~
9 ~~in stack height.~~ ABS and PVC pipe may not be less than
10 schedule 40 (IPS) standard steel pipe thickness."

11 (3) On Page 45, Chapter 5, ~~Walls and Venting~~, Section 503,
12 Materials, Subsection (a), Sub-subsection (2), all material is ex-
13 cluded and the following language is adopted:

14 "(2) ABS or PVC installations are limited to
15 type VN residential construction of not more than 35 feet
16 in stack height. ABS and PVC pipe may not be less than
17 schedule 40 (IPS) standard steel pipe thickness."

18 (4) On Page 45, Chapter 5, ~~Walls and Venting~~, Section 503,
19 Materials, Subsection (b), all material is excluded and the following
20 language is adopted:

21 "(b) A person ~~may use cast iron, galvanized~~
22 malleable iron or galvanized steel, lead, copper, brass,
23 ~~ABS, PVC, or other approved materials for vent fittings,~~
24 and galvanized malleable iron, galvanized steel, ~~ABS~~
25 ~~or PVC~~ may not be used underground and must be kept at
26 least six (6) inches above ground."

27 (5) On Page 75, Chapter 10, Water Distribution, Section
28 1004, Materials, Subsection (a), the second and third sentences are
29 not adopted.

1 (6) On Page 75, Chapter 10, Water Distribution, Section (e)
2 is not adopted.

3 * Sec. 3. AS 18.60.740(1) is amended to read:

4 (1) "code" means the 1985 editions of the Uniform Plumbing
5 Code, the Uniform Solar Energy Code, and the Uniform Swimming Pool,
6 Spa and Hot Tub Code [1979 EDITION], adopted at the 54th [49th] Annual
7 Conference, September 1983 [1978], International Association of Plumb-
8 ing and Mechanical Officials, as modified and adopted in AS 18.60.705;



Official Business

Alaska State Legislature

House of Representatives

Pouch V
State Capitol
Juneau, Alaska 99811

MEMORANDUM

TO: Rep. Mike Navarre, Chairman
Labor and Commerce Committee

FROM: Rep. Jack Fuller *JA*

SUBJECT: House Bill 314 - Extending the Alaska
Public Utilities Commission

DATE: January 17, 1986

Many constituents in my district have questions concerning the Alaska Public Utilities Commission.

The area of most concern is the regulatory exemption level. There are a number of small utilities whose gross income is between \$50-\$100.0K level who feel the regulatory exemptions are burdensome.

I would like to know if the Labor and Commerce Committee has given any consideration to raising the current regulatory exemption level.

2 CIV. B008952
(LASC No. C395294)

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT

FRIENDS OF THE EARTH, CONSUMER FEDERATION)
OF CALIFORNIA, STATE BUILDING AND)
CONSTRUCTION TRADES COUNCIL OF CALIFORNIA,)
AFL-CIO, and AILEEN ADAMS,)
Plaintiffs and Appellants.)

v.)

INTERNATIONAL ASSOCIATION OF PLUMBING AND)
MECHANICAL OFFICIALS, a California)
corporation,)
Defendants and Respondents.)

ON APPEAL FROM THE SUPERIOR COURT OF LOS ANGELES COUNTY
HONORABLE JACK A. CRICKARD, JUDGE PRESIDING

BRIEF OF AMICUS CURIAE
IN SUPPORT OF APPELLANTS'
FRIENDS OF THE EARTH, ET AL.

JOHN K. VAN DE KAMP, Attorney General
of the State of California
ANDREA SHERIDAN ORDIN,
Chief Assistant Attorney General
THEODORA BERGER,
Assistant Attorney General
CRAIG THOMPSON,
SUSAN L. DURBIN,
Deputy Attorney General
3580 Wilshire Boulevard
Los Angeles, California 90010
Telephone: (213) 736-2105

Attorneys for Amicus Curiae
People of the State of California

TOPICAL INDEX

	<u>Pages</u>
INTRODUCTION	1
STATEMENT OF FACTS	2
ARGUMENT	
I IAPMO IS ENGAGED IN ACTIVITIES THAT COMPRISE THE PERFORMANCE OF SERVICES WITHIN THE MEANING OF BUSINESS AND PROFESSIONS CODE SECTION 17500	5
A. The Status of IAPMO As a Nonprofit Organization Is Not Relevant	5
B. IAPMC has Disseminated Statements With the Intent to Dispose of Goods or Services	6
II IAPMO'S STATEMENTS ARE MISLEADING WITHIN THE MEANING OF BUSINESS AND PROFESSIONS CODE SECTION 17500	10
A. Section 17500 Prohibits Untrue and and Misleading Statements	10
III THE INJUNCTION SHOULD BE EXTENDED TO THE 1985 UPC .	15
CONCLUSION	19

TABLE OF AUTHORITIES

	<u>Pages</u>
<u>State Cases</u>	
Ball v. American Trial Lawyers Assn. (1971) 14 Cal.App.3d 289	11
Chern v. Bank of America (1976) 15 Cal.3d 866	10
Fletcher v. Security Pacific National Bank (1979) 23 Cal.3d 442	11
Ford Dealers Assn. v. Department of Motor Vehicles (1982) 32 Cal.3d 347	13
Garvai v. Bd. of Chiropractic Exmrs. (1963) 216 Cal.App.2d 374	13
Hanberry v. Hearst Corp. (1969) 276 Cal.App.2d 680	7-8
In re Application of O'Connor (1927) 80 Cal.App. 647	10
IT Corp. v. County of Imperial (1983) 35 Cal.3d 63	16
People v. Superior Court (Olson) 1979) 96 Cal.App.3d 181 cert. den. (1980) 446 U.S. 935	11
People v. Wahl (1940) 39 Cal.App.2d Supp. 771	11
People ex rel. Mosk v. Lynam (1967) 253 Cal.App.2d 959	11
Smulson v. Bd. of Dental Exmrs. (1941) 47 Cal.App.2d 584	13
<u>Federal Cases</u>	
Aronberg v. FTC (7th Cir.1942) 132 F.2d 165	11-12
Exposition Press, Inc. v. FTC (2d Cir. 1961) 296 F.2d 869	11

TABLE OF AUTHORITIES

	<u>Pages</u>
<u>Federal Cases</u>	
FTC v. Standard Education Society (1937) 302 U.S. 112	11-12
FTC v. Sterling Drug, Inc. (2d Cir. 1963) 317 F.2d 669	13
Koch v. FTC (6th Cir. 1953) 206 F.2d 311	13
Murray Space Shoe Corp. v. FTC (2d Cir. 1962) 304 F.2d 270	13
People ex rel. Mosk v. National Research Co. of Cal. (1962) 201 Cal.App.2d 765	11
Rhodes Pharmaceutical Co. v. FTC (2d Cir. 1953) 208 F.2d 382, mod. for other reasons 384 U.S. 940	13
<u>State Statutes</u>	
Bus. & Prof. Code, § 17500	5,6,8,9,10,11,14 15,16,17,18
Bus. & Prof. Code, § 17535	16
Civ. Code, § 17200	10
<u>Opinions</u>	
66 Ops.Cal.Atty.Gen. 40 (1983)	9

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT

FRIENDS OF THE EARTH, CONSUMER FEDERATION)
OF CALIFORNIA, STATE BUILDING AND)
CONSTRUCTION TRADES COUNCIL OF CALIFORNIA,)
AFL-CIO, and AILEEN ADAMS,)

Plaintiffs and Appellants.)

v.)

INTERNATIONAL ASSOCIATION OF PLUMBING AND)
MECHANICAL OFFICIALS, a California)
corporation,)

Defendants and Respondents.)

2 CIV. B008952
(LASC #C395294)

BRIEF OF AMICUS CURIAE
IN SUPPORT OF APPELLANTS'
FRIENDS OF THE EARTH, ET AL.

* * *

INTRODUCTION

This Amicus Brief is filed by John K. Van de Kamp, Attorney General of the State of California, pursuant to his duties as chief law enforcement officer to assure uniform and adequate enforcement of state laws. (Cal. Const., art. V, § 13; Daily v. Superior Court (1977) 19 Cal.3d 132, 149-150.) The specific focus of this brief will be the applicability of Business and Professions Code sections 17500, et seq. to the type of conduct and type of defendant at issue in this case.

The central issue in this case is the applicability of section 17500 of the Business and Professions Code, forbidding false and misleading advertising, to the publication by the International Association of Plumbing and Mechanical Officials ("IAPMO") of the Uniform Plumbing Code ("UPC") and the IAPMO Research Directory. The Attorney General believes that Business and Professions Code section 17500 is applicable to these activities of IAPMO.

STATEMENT OF FACTS

The facts have been set out at length by the parties in their briefs, and will be reviewed only briefly here, as they are germane to the applicability of Business and Professions Code section 17500.

IAPMO is an organization made up of plumbing inspectors, and governmental entities and officials who enforce or administer plumbing codes, or who regulate plumbing, heating, air conditioning, and related construction matters. (Complaint, ¶ 10; Answer, ¶ 6.) IAPMO publishes a model plumbing code called the Uniform Plumbing Code, or UPC. The UPC has remarkable prestige and influence in the plumbing industry. Testimony shows that it is regarded as the industry bible, and is used widely by contractors and architects. (R.T. pp. 304-311, 388.) It is also used widely by government. The evidence

demonstrated that the UPC is widely carried by local plumbing inspectors in the field; in California, inspectors very often carry the UPC in place of the California Administrative Code sections relating to plumbing. (Id.) Many jurisdictions use the UPC, either as the basis for their plumbing codes, or by simply adopting the UPC by reference. California is among these jurisdictions, in that state law provides that the California Department of Housing and Community Development must adopt a plumbing code that imposes substantially the same requirements as the most recent edition of the UPC. (Health & Saf. Code, § 17922(a).) Evidence in the record, then, shows that the UPC is recognized, used and substantially relied upon both by private industry and by local and state government.

The UPC itself makes statements regarding the degree and type of reliance that may be made on the UPC. The UPC states that its purpose is to provide "minimum requirements and standards for the protection of the public health, safety and welfare." It also carries the IAPMO seal, bearing the inscription, "plumbing safety." (Complaint, ¶ 11; Answer, ¶ 7.)

IAPMO also publishes a Research Directory. While the UPC lists materials that may be used for specific purposes (e.g., copper piping of one-inch diameter may be used for certain applications in home plumbing), the

Research Directory lists specific products that IAPMO states are acceptable for use under the UPC (e.g., "X" brand of one-inch copper piping is acceptable for use in the applications listed in the UPC). (Respondent's Brief at p. 2.) IAPMO also affixes its seal of "plumbing safety" to the Research Directory. (Complaint, ¶ 11; Answer, ¶ 7.) The Forward to the Research Directory also states that a listing is a representation by IAPMO that the listed product has been found to "meet or exceed applicable standards and requirements of the latest edition of the Uniform Plumbing Code." (Exh. 7.)

In compiling and publishing the UPC and Research Directory, IAPMO reviews products for compliance with what IAPMO regards as "applicable recognized standards" as well as the UPC requirements. (Respondent's Brief, p. 17.) IAPMO also does a certain amount of quality control of its own on the products it lists, performing unannounced inspections at listed manufacturers' plants. (Id., at p. 18.) IAPMO recognizes that inspectors use the IAPMO publications to evaluate products. (Id., at p. 17.) However, IAPMO does no testing of the products it lists, although it sometimes requires independent laboratory testing to be done of some products. (R.T. pp. 676-677.)

IAPMO requires, and receives, a fee from any manufacturer seeking to have a product or products listed in

the IAPMO publications. In fact, the UPC is totally paid for by the fees paid by manufacturers. (Complaint, ¶ 15; Answer, ¶¶ 6 and 9.)

ARGUMENT

I

IAPMO IS ENGAGED IN ACTIVITIES THAT
COMPRISE THE PERFORMANCE OF SERVICES
WITHIN THE MEANING OF BUSINESS AND
PROFESSIONS CODE SECTION 17500

A. The Status of IAPMO As a Nonprofit
Organization Is Not Relevant

IAPMO argues that it is not engaged in the sort of activity--namely disposing of a product or performing a service--that is covered by Business and Professions Code section 17500. As support for this argument, it cites the fact that it is a nonprofit organization, which makes no profit on the publication and sale of its publications. This argument is irrelevant.

The applicability of section 17500 depends upon the nature of the activities engaged in by a person or entity, not upon the person or entity performing those activities. Whether a corporation is a for-profit or a nonprofit corporation has no bearing on the question of whether or not it offers goods or services for sale. As an example, if a charity sells goods of some kind to raise funds, and it makes a false or misleading statement in selling them, then