STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director
455 Golden Gate Avenue, 10th Floor
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August 22, 2004

NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SOUTHERN CALIFORNIA AND SAN DIEGO LANDSCAPE/IRRIGATION LABORER/TENDERS' GENERAL PREVAILING WAGE DETERMINATIONS

The classifications and types of work listed below, as identified in the Laborers' 2003-2008 Landscape Master Agreement by and between the Southern California District Council of Laborers and California Landscape and Irrigation Council, Inc., have not been published or recognized by the Department of Industrial Relations in the August 22, 2004 issuance of the Southern California and San Diego Landscape/Irrigation Laborer/Tenders' general determinations, SC-102-X-14-2004-2 and SD-102-X-14-2004-2. The rates associated with these unrecognized classifications and types of work **SHALL NOT** be applied or used on public works projects for the associated type of work.

The following classifications and types of work have not been adopted for public works projects:

Classifications

- Landscape/Irrigation Equipment Operator
- Landscape/Irrigation Truck Driver

Types of Work

- The operation of horizontal directional drills, including operation of drill and electronic tracking device (locator) and related work.
- Installation and cutting of pavers and paving stones.
- Operation of pilot trucks.
- *The operation of all landscape/irrigation equipment and landscape/irrigation trucks.

* This shall include all of the classifications listed in the prevailing wage determinations for Landscape Operating Engineer (SC-63-12-33-2004-1), Operating Engineers (SC-23-63-2-2004-1 and SD-23-63-3-2004-1), and Teamster (SC-23-261-2-2004-1 and SD-23-261-3-2004-1) in all the Southern California counties, including San Diego County.

STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

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

FOR

LANDSCAPE/IRRIGATION LABORER/TENDER
LANDSCAPE/IRRIGATION LABORER
LANDSCAPE HYDRO SEEDER
LANDSCAPE/IRRIGATION TENDER

IN

SAN DIEGO COUNTY

SD-102-X-14

102-X-14

LANDSCAPE MASTER AGREEMENT

Between

THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS
and its affiliated Local Unions

and

CALIFORNIA LANDSCAPE AND IRRIGATION COUNCIL, INC.

THIS AGREEMENT entered into this 1st day of October, 2003, by and between the CALIFORNIA LANDSCAPE AND IRRIGATION COUNCIL, INC. (Association), on behalf of their eligible members, hereinafter referred to as the Contractor., and the SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS and its affiliated Local Unions in the twelve Southern California Counties, hereinafter referred to as the Union.

ARTICLE I
RECOGNITION

The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees of the Contractor, signatory hereto, over whom the Union has jurisdiction. Upon being presented with signature cards showing that a majority of the Contractor's employees covered by this Agreement have designated the Union as their exclusive representative for purposes of collective bargaining, the Contractor shall furnish to the Union a letter granting to the Union such recognition. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, civil engineers and their helpers, superintendents, assistant superintendents, master mechanics, timekeepers, messengers, office workers, or any employees of the Contractor above the rank of foreman. Master mechanic is defined as any person performing mechanical work on a full-time basis such as maintaining and repairing tractors and motor vehicles and who performs no landscape work.

The Union hereby recognizes the Association as the sole and exclusive collective bargaining representative for all present and future members, and/or other Contractors who may designate the Association as their exclusive bargaining representative, who are engaged in work covered by the Agreement.

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

The Contractor shall advise any transferee, purchaser, or successor employer of the Contractor of the existence of this Agreement, and the successor shall continue to be bound by

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ARTICLE III
WORK COVERED

A. The landscape industry is defined as follows: Decorative landscaping, such as decorative walls, pools, ponds, reflecting units, lighting displays low voltage, handgrade landscaped areas, tractor grade landscaped areas, finish rake landscape areas, spread top soil, build mounds, trench for irrigation manual or power, layout for irrigation, backfill trenches, asphalt, plant shrubs, trees, vines, set boulders, seed lawns, lay sod; hydro seed; use ground covers such as flatted plant materials, rock rip rap, colored rock, crushed rock, pea gravel, and any other landscapable ground covers; installation of header boards and cement mowing edges; soil preparation such as wood shavings, fertilizers, organic, chemical or synthetic; top dress ground cover areas with bark or any wood residual or other specified top dressing, operation of any equipment, as directed by the Contractor, for the installation of landscaping and irrigation work.

In addition to the above paragraph, the work covered by this Agreement shall include but not be limited to

1. All work involved in the distribution, laying, and installation of landscaping irrigation pipe, the installation of low voltage automatic irrigation and lawn sprinkler systems, including but not limited to, the installation of automatic controllers, valves, sensors, master control panels, display boards, junction boxes and conductors including all components thereof.

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

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

4. Any line inside a structure which provides water to work covered by this Agreement, including piping for ornamental pools and fountains when done in conjunction with landscaping.

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

6. All temporary irrigation and lawn sprinkler systems.

7. The operation of horizontal directional drills, including operation of drill and electronic tracking device (locator) and related work.

8. The operation of all landscape/irrigation equipment and landscape/irrigation trucks, including the driving of vehicular equipment and the delivery and distribution of materials to and from jobs and in and around all jobsites.

9. All plant establishment work performed under warranty; and if not under warranty, all plant establishment work performed during the period of time designated by the Director of Industrial Relations as subject to the payment of prevailing wage rates on public

works projects. Plant establishment may be performed exclusively by Landscape/Irrigation Tenders without the supervision of a Journeyman.

10. Installation and cutting of pavers and paving stone.

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

B. It is agreed that work covered by the following agreements, Laborers Master Labor Agreement, Plaster Tenders, Brick Tenders, Horizontal Directional Drilling, Utility, Tunnel, Gunite and Striping, are a part of the work description covered by this Agreement and are a part of the bargaining unit work covered by this Agreement. To the extent that any work covered by such agreement is encompassed by any construction agreement being performed by or let to the Contractor, such other wages, hours and economic terms of employment shall be considered a part of this Agreement by reference. It is agreed that the foregoing work is unit work and as such the subcontracting provisions of Article IV shall be applicable to such work.

ARTICLE IV
SUBCONTRACTING, EMPLOYEE RIGHTS, UNION STANDARDS AND WORK PRESERVATION

A. The purposes of this Article are to preserve and protect the work opportunities normally available to employees and workers covered by this Agreement, maintenance and protection of standards and benefits of employees and workers negotiated over many years, and preservation of the right of Union employees employed under this Agreement.

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

C. All work subcontracted by the Contractor and its subcontractors to be done at the site of construction, alteration, painting or repair of a building, structure or other work, shall be subcontracted to a person, firm or corporation, party to a current appropriate labor agreement with the Union. All work covered by this Agreement shall be performed, whether by employees of the Contractor or by a subcontractor, under an appropriate current labor agreement of the Union.

D. The Contractor shall provide in his contract with the subcontractor the following provisions: "The subcontractor acknowledges that the Contractor has entered into a labor agreement with the Southern California District Council of Laborers covering work at the construction jobsite. The subcontractor agrees to be bound to and comply with all of the terms and conditions of the Laborers Landscape Master Agreement and all other appropriate Laborers agreements covering the work involved, including wages, trust fund contributions, grievance procedure, the grievance and arbitration procedure, and the procedure for settlement of

ARTICLE XVIII
CLASSIFICATIONS
WAGE RATES AND OVERTIME

The following hourly wage rates shall apply to the following classifications on all work covered by the terms of this Agreement.

A. Overtime Rates. Time and one-half, except hours worked over 12 in a single workday, Sundays and holidays which are double (2) time.

B. Foremen. All Landscape/Irrigation Laborer Foremen shall be paid not less than one and one-half dollar ($1.50) per hour more than the hourly wage rate of the highest classification over which they have leadership. The selection of the employee who will be the Laborer Foreman is at the sole discretion of the Contractor. Where the employees of the Contractor employed on the project are predominantly Laborers and performing Laborers' work, the employee selected by the Contractor to be foreman shall be an employee employed under the terms of this Agreement and shall receive the Laborer Foreman's wage rate. The Laborers Foreman may work with the tools of the trade.

C. The following conditions apply to the use of the Tenders classification for Landscape/Irrigation work:

1. Tenders may only perform the following work on landscape/irrigation projects:

Assisting the Landscape Laborer with the wire installation, unloading of materials, distribution of pipe, stacking of sprinkler heads and risers, the setting of valve boxes and thrust block, both precast and poured in place, cleaning and backfilling trenches with a shovel, cleanup and watering during construction and all other landscaping, planting and all work involved in laying and installation of landscape irrigation systems.

2. The first employee on the jobsite shall be a Landscape/Irrigation Laborer. The second employee on the jobsite may be a Tender. Thereafter, Tenders may be employed with Landscape/Irrigation Laborers in a 50/50 ratio on each jobsite.

3. In the event a Contractor violates the manning ratio specified in Paragraph 2, above, the Contractor shall be required to pay the full Landscape/Irrigation Laborer wage rate and benefits on all such work performed on the project.

4. Landscape/Irrigation Tenders may not be employed on jobsites governed by the Davis Bacon Act, but if so employed, the Contractor must pay the full Landscape/Irrigation Laborer wage and fringe benefits rates.