File No. <u>131080</u>

Committee Item No. <u>8</u> Board Item No. <u>9</u>

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date: 12/11/2013

Board of Supervisors Meeting

Date: Dicimizer 17, 2013

Cmte Board

	Motion Resolution Ordinance Legislative Digest Budget and Legislative Analyst Report Legislative Analyst Report Legislative Analyst Report Youth Commission Report Introduction Form Department/Agency Cover Letter and/or Report MOU Grant Information Form Grant Budget Subcontract Budget Contract/Agreement Form 126 – Ethics Commission Award Letter Application Public Correspondence
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Completed by: Victor Young	Date December 6, 2013
Completed by: Victor Young	Date /2//2//3

FILE NO. 131080

RESOLUTION NO.

[Prevailing Wage Rates - Various Workers Performing Work Under City Contracts]

Resolution fixing prevailing wage rates for workers performing work under City contracts for public work and improvement; workers performing work under City contracts for janitorial services; workers performing work in public off-street parking lots, garages, or storage facilities for automobiles on property owned or leased by the City; workers engaged in theatrical or technical services for shows on property owned by the City; workers engaged in the hauling of solid waste generated by the City in the course of City operations, pursuant to a contract with the City; and workers performing moving services under City contracts at facilities owned or leased by the City.

WHEREAS, The City and County of San Francisco (the "City") requires that prevailing wage rates be paid on work performed under City contracts, as follows:

(1) *Public Works Contracts.* Charter Section A7.204(b) requires that City contracts for public work or improvement provide that persons directly or indirectly performing work under the contract be paid not less than the highest general prevailing rate of wages in private employment for similar work, and Administrative Code Section 6.22(E) provides that contractors and subcontractors performing a public work or improvement for the City shall pay workers on such projects the highest general prevailing rate of wages, plus per diem wages and wages for holiday and overtime work, for various crafts and kinds of labor as paid in private employment in San Francisco;

(2) Janitorial Services Contracts. Administrative Code Section 21C.2 requires that City contracts for janitorial services to be performed at facilities owned or leased by the City provide that any individual performing janitorial services under the contract be paid not less than the prevailing rate of wages, including wages for holiday and overtime work, and fringe Civil Service Commission BOARD OF SUPERVISORS Page 1

benefits or an equivalent amount, as paid in private employment for similar work in the area in which the contract is being performed;

(3) Parking Lot/Garage/Auto Storage Facility Contracts. Administrative Code Section 21C.3 requires that leases, management agreements, and other City contracts for the operation of a public off-street parking lot, garage, or storage facility for automobiles on property owned or leased by the City provide that any individual working at the parking lot, garage, or storage facility including but not limited to individuals engaged in washing, polishing, lubrication, rent-car service, parking vehicles, cashiers, attendants, checking coin boxes, non-attendant parking lot checking, daily ticket audit, traffic directors and shuttle driver, shall be paid not less than the prevailing rate of wages, including wages for holiday and overtime work, and fringe benefits or an equivalent amount, as paid in private employment for similar work in the area where the lease, management agreement, or contract is being performed;

(4) Theatrical Services Contracts. Administrative Code Section 21C.4 requires that contracts, leases, franchises, permits, or agreements awarded, let, issued, or granted by the City require that any individual engaged in theatrical or technical services related to the presentation of a show, including, but not limited to, workers engaged in rigging, sound, projection, theatrical lighting, videos, computers, draping, carpentry, special effects, and motion picture services be paid not less than the prevailing rate of wages, including wages for holiday and overtime work, and fringe benefits or an equivalent amount, as paid in private employment for similar work in the area where the contract, lease, franchise, permit, or agreement is being performed;

(5) Solid Waste Hauling Contracts. Administrative Code Section 21C.5 requires that every contract awarded by the City for the hauling of solid waste generated by the City in the course of City operations require that any individual engaged in the hauling of solid waste be Civil Service Commission BOARD OF SUPERVISORS paid not less than the prevailing rate of wages, including wages for holiday and overtime work, and fringe benefits or the equivalent thereof, as paid in private employment for similar work in the area where the contract is being performed;

(6) Moving Services Contracts. Administrative Code Section 21C.6 requires that City contracts for moving services to be performed at any facility owned or leased by the City provide that any individual performing moving services be paid not less than the prevailing rate of wages, including wages for holiday and overtime work, and fringe benefits or an equivalent amount, as paid in private employment for similar work in the area where the contract is being performed; and

WHEREAS, For the foregoing purposes, Administrative Code Sections 6.22(E) and 21C.7(c)(1) respectively require the Board of Supervisors (the "Board") annually to fix and determine the prevailing rate of wages paid in private employment in San Francisco for the various crafts and kinds of labor used on public works and construction projects; for janitorial services; for workers in public off-street parking lots, garages, or automobile storage facilities; for theatrical and technical services related to the presentation of shows; for solid waste hauling services; and for moving services; and

WHEREAS, To aid the Board in the aforementioned determinations of prevailing wage rates, Administrative Code Sections 6.22(E) and 21C.7(c)(1) respectively require the Civil Service Commission ("the Commission") to furnish to the Board relevant data as to prevailing wage rates; and

WHEREAS, For that purpose the Commission at its October 21, 2013, meeting considered the issue of prevailing wages and a report on that subject prepared by the Office of Labor Standards Enforcement (the "OLSE report"), on file with the Clerk of the Board of Supervisors in File No. <u>131080</u>, which is hereby declared to be a part of this motion as if set forth fully herein; and,

Civil Service Commission BOARD OF SUPERVISORS WHEREAS, The Commission at its October 21, 2013, meeting certified the data in and adopted the OLSE report, which includes conclusions as to the prevailing wage rates to be set in accordance with Administrative Code Sections 6.22(E), 21C.2, 21C.3, 21C.4, 21C.5, and 21C.6 respectively; now, therefore, be it

RESOLVED, That the Board fixes and determines prevailing wage rates to be paid on work performed under City contracts, as follows:

(1) *Public Works Contracts.* Pursuant to Administrative Code Section 6.22(E), the Board fixes and determines the prevailing rate of wages, including per diem wages and wages for holiday and overtime work, for the various crafts and kinds of labor paid in private employment in San Francisco to be the prevailing wages identified in the OLSE report, specifically, the General Prevailing Wage Determinations made by the Director of Industrial Relations, State of California, pursuant to California Labor Code Sections 1770, 1773, and 1773.1 (see Attachments 1-4 of the OLSE report, at pages 5-185);

(2) Janitorial Services Contracts. Pursuant to Administrative Code Section 21C.2, the Board fixes and determines the prevailing rate of wages, including wages for holiday and overtime work, and fringe benefits or an equivalent amount, paid in private employment for janitorial work to be the prevailing wages identified in the aforementioned OLSE report, specifically, provisions of the collective bargaining agreement between the San Francisco Maintenance Contractors Association and Service Employees International Union, Local 87, in effect August 1, 2012 through July 31, 2016, and provisions of the collective bargaining agreement between the San Francisco Window Cleaners Union, Service Employees International Union, Local 1877, in effect from April 1, 2013 through March 31, 2014 (see Attachments 6 and 7 of the OLSE report, at pages 227-292);

(3) Parking Lot/Garage/Auto Storage Facility Contracts. Pursuant to Administrative Civil Service Commission BOARD OF SUPERVISORS

Code Section 21C.3, the Board fixes and determines the prevailing rate of wages, including wages for holiday and overtime work, and fringe benefits or an equivalent amount, paid in private employment for work in off-street parking lots, garages, or automobile storage facilities to be the prevailing wages identified in the aforementioned OLSE report, specifically, provisions of the Garage and Parking Lot Agreement between the Jurisdictional Operators of Parking Facilities and Teamsters Automotive and Allied Workers, Local 665, in effect from December 1, 2012 through November 30, 2015 (see Attachment 5 of the OLSE report, at pages 186-225);

(4) *Theatrical Services Contracts.* Pursuant to Administrative Code Section 21C.4, the Board fixes and determines the prevailing rate of wages, including wages for holiday and overtime work, and fringe benefits or an equivalent amount, paid for theatrical or technical services related to the presentation of a show including, but not limited to, rigging, sound, projection, theatrical lighting, videos, computers, draping, carpentry, special effects, and motion picture services to be the prevailing wages identified in the aforementioned OLSE report, specifically, provisions of the 2011 Project Agreement of Local 16, International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts, in effect from July 1, 2013 through December 31, 2013 (see Attachment 8 of the OLSE report, at pages 295-318);

(5) *Solid Waste Hauling Contracts.* Pursuant to Administrative Code Section 21C.5, the Board fixes and determines the prevailing rate of wages, including wages for holiday and overtime work, and fringe benefits or the equivalent thereof, paid to employees engaged in the hauling of solid waste, to be the wages identified in the aforementioned OLSE report, specifically, provisions of the Collective Bargaining Agreement Between Sanitary Truck Drivers and Helpers Union Local 350, International Brotherhood of Teamsters, and Recology Sunset & Recology Golden Gate, in effect from January 1, 2012 through December 31, 2016 Civil Service Commission BOARD OF SUPERVISORS

(see Attachment 10 of the OLSE report, at pages 329-360); and

(6) *Moving Services Contracts*. Pursuant to Administrative Code Section 21C.6, the Board fixes and determines the prevailing rate of wages, including wages for holiday and overtime work, and fringe benefits or an equivalent amount, paid in private employment for moving services to be the prevailing wages identified in the aforementioned OLSE report, specifically, provisions of the Carpenters Truck Driver and Mover Agreement between the Northern California Regional Council of Carpenters and the Carpenters 46 Northern California Counties Conference Board, in effect September 1, 2013 through August 31, 2015 (see Attachment 9 of the OLSE report, at pages 319-328).

RECOMMENDED:

CIVIL SERVICE COMMISSION

By:

JENNIFER JOHNSTON EXECUTIVE OFFICER

Civil Service Commission BOARD OF SUPERVISORS

BUDGET AND FINANCE COMMITTEE MEETING

DECEMBER 11, 2013

Item 8	Department:
File 13-1080	Civil Service Commission (CSC); and
	Office of Labor Standards and Enforcement (OLSE)

EXECUTIVE SUMMARY

Legislative Objectives

 The proposed resolution would fix prevailing wage rates for employees of businesses having City contracts that (1) perform public works and improvement projects, (2) perform janitorial services, (3) work in public off-street parking lots, garages, or storage facilities for vehicles on property owned or leased by the City, (4) engage in theatrical or technical services related to the presentation of shows on property owned or leased by the City, (5) haul solid waste, and (6) perform moving services at facilities owned or leased by the City.

Key Points

- Each year, the Board of Supervisors is required to establish the prevailing wage rates that specified businesses having City contracts are required to pay their employees. The Civil Service Commission assists the Board of Supervisors by furnishing relevant prevailing wage data collected by the Office of Labor Standards Enforcement; however, the Board of Supervisors is not bound to consider only the Civil Service Commission's data.
- The proposed resolution would establish the following prevailing wage rates: (1) construction employees would receive wage rates that vary by classification, ranging from no change for landscape maintenance laborers to wage rate increases up to \$4.25 per hour for certain plumbers; (2) janitorial employees would receive wage rate increases that vary by classification, ranging from \$0.28 per hour to \$0.40 per hour; (3) window cleaners would receive no change in the wage rate; (4) garage and parking lot employees would receive a wage rate increase of \$0.34 per hour; (5) theatrical employees would receive a wage rate increase of \$0.34 to \$0.48 per hour, depending on the classification; (6) employees hauling solid waste would receive a wage rate increase of \$1.31 per hour; and (7) employees performing moving services would receive a wage rate increase of \$0.10 per hour.

Fiscal Impact

 The proposed resolution increases in the prevailing wage rates could result in increased costs to the City under future City contracts for the subject services. However, such costs are dependent on future City contractor bids and the extent to which City contractors increase the bids submitted to the City to pay for the costs of the increased prevailing wages rates. Therefore, such potential increased costs to the City cannot be estimated at this time.

Recommendation

• Approval of the proposed resolution is a policy decision for the Board of Supervisors.

SAN FRANCISCO BOARD OF SUPERVISORS

MANDATE STATEMENT / BACKGROUND

Mandate Statement

Charter Section A7.204 requires contractors that have public works or construction contracts with the City to pay employees the highest general prevailing rate of wages for similar work in private employment. The Charter allows the Board of Supervisors to exempt payment of the prevailing wage for wages paid under public works or construction contracts between the City and non-profit organizations that provide workforce development services.

Administrative Code Section 22(E)(3) requires the Board of Supervisors to annually set prevailing wage rates for employees of businesses having City contracts. Table 1 below identifies the (a) specific Administrative Code Sections, (b) the dates each Administrative Code Section was last amended by the Board of Supervisors, and (c) the types of City contracts, leases, and/or operating agreements in which the businesses are required to pay prevailing wages.

Administrative Code ¹	Date of Most Recent Amendment	Type of Contract
Section 6.22 (E)	May 19, 2011	Public works or construction
Section 21C.2	February 2, 2012	Janitorial and window cleaning services
Section 21C.3	February 2, 2012	Public off-street parking lots, garages and vehicle storage facilities
Section 21C.4	February 2, 2012	Theatrical performances
Section 21C.5	February 2, 2012	Solid waste hauling services
Section 21C.6	February 2, 2012	Moving services

Table 1: List of Contractors Required to pay the Annual Prevailing Wage

Background

Each year, the Board of Supervisors is required to establish the prevailing wage rates that businesses having contracts with the City are required to pay their construction, motor bus service, janitorial and window cleaning, parking, theatrical, moving, and solid waste hauling service employees.

To assist the Board of Supervisors in determining the prevailing wage rates, the Civil Service Commission is required to furnish the Board of Supervisors, on or before the first Monday of November of each year, relevant prevailing wage rate data. Administrative Code Section 6.22(E) states that the Board of Supervisors is not limited to the data submitted by the Civil Service Commission to determine the prevailing wage rates, but may consider other information on the subject as the Board of Supervisors deems appropriate. If the Board of Supervisors does not

¹ Under Administrative Code, Section 21C.1, the Board of Supervisor s is required to set the annual prevailing wage rates for motor bus service; however, because the City does not have an existing motor bus services contract, the proposed ordinance does not set the prevailing wage rates for these classifications at this time.

adopt the prevailing wage rates, the wage rates established by the California Department of Industrial Relations for the year will be adopted.

The Civil Service Commission's relevant prevailing wage rate data provided to the Board of Supervisors is based on a survey by the Office of Labor Standards Enforcement and includes collective bargaining agreements that have recently been negotiated.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would fix prevailing wage rates for employees of businesses having City contracts, leases, or operating agreements that (1) perform public works and improvement projects, (2) perform janitorial and window services, (3) work in public off-street parking lots, garages, or storage facilities for vehicles on property owned or leased by the City, (4) engage in theatrical or technical services related to the presentation of shows on property owned or leased by the City, (5) haul solid waste, and (6) perform moving services at facilities owned or leased by the City.

As discussed above, in order to assist the Board of Supervisors in determining and establishing prevailing wage rates, the Civil Service Commission is required to submit relevant prevailing wage rate data to the Board of Supervisors, on or before the first Monday of November of each year. On October 21, 2013, the Civil Service Commission reviewed and certified the prevailing wage rate data compiled by the Department of Human Resources and forwarded the following data to the Board of Supervisors on October 25, 2013:

• Prevailing wage rates for various crafts and labor classifications under public works projects are established by the California Department of Industrial Relations, usually based on collective bargaining agreements that cover the employees performing the relevant craft or type of work in San Francisco.

• Prevailing wage rates for contracts for other services and classifications covered by the Administrative Code, as recommended by the Civil Service Commission, are based on the collective bargaining agreements that cover work performed in San Francisco between employers and the respective labor unions.

Attachment I to this report provides an alphabetical list of the all occupations covered by the City's prevailing wage rate requirements.

SAN FRANCISCO BOARD OF SUPERVISORS

BUDGET AND FINANCE COMMITTEE MEETING

DECEMBER 11, 2013

FISCAL IMPACT

Attachment II to this report, prepared by the Budget and Legislative Analyst, summarizes (a) the types of contracts, leases, or operating agreements required to pay prevailing wage, (b) the respective collective bargaining agreements and labor unions, (c) the amount of the hourly wage rate increases in 2014 as compared to 2013, (d) the amount of the fringe benefit rate increases in 2014 as compared to 2013, and (e) the proposed prevailing wage rates.

Potential impact on the costs of future contractor bids

Under the proposed resolution, private businesses, that have contracts with the City, and perform construction, janitorial and window cleaning, parking, theatrical, moving, and solid waste hauling services work in San Francisco, would be required to pay their employees at least the prevailing wage rates as shown in Attachment II of the report. Increases in the prevailing wage rates could result in increased costs of future City contracts. However, any increased contract costs to the City as a result of the proposed prevailing wage rates are dependent on future City contractors' bids, and the extent to which such higher wage rates result in higher bids submitted by City contractors. Therefore, such potential increased costs to the City cannot be estimated at this time.

RECOMMENDATION

Approval of the proposed resolution is a policy decision for the Board of Supervisors.

SAN FRANCISCO BOARD OF SUPERVISORS

General Prevailing Wage Determinations Made by the Director of Industrial Relations, State of California And Categories Requested by the San Francisco Board of Supervisors

Crafts and Building Trades

Asbestos Removal Worker (Laborer) Asbestos Worker, Heat and Frost Insulator Boilermaker-Blacksmith Brick Tender Bricklayer, Blocklayer **Building/Construction Inspector** Carpenter Carpet, Linoleum **Cement Mason** Dredger (Operating Engineer) Drywall Installer (Carpenter) **Electrical Utility Lineman** Electrician Elevator Constructor Field Surveyor Glazier Iron Worker Laborer Landscape Maintenance Laborer Light Fixture Maintenance Marble Finisher Marble Setter Modular Furniture Installer (Carpenter) **Operating Engineer Operating Engineer (Building Construction)** Operating Engineer (Heavy and Highway Work) Painter Parking and Highway Improvement Painter (Laborer)

Other Classifications in the Administrative Code

Janitors Movers Parking Garage Attendants Solid Waste Hauler Theatrical Stage Employees Window Cleaner Parking and Highway Improvement Painter (Painter) Pile Driver (Carpenter) Pile Driver (Operating Engineer - Building Construction) Pile Driver (Operating Engineer - Heavy and Highway Work) **Plaster Tender** Plasterer Plumber Roofer Sheet Metal Worker (HVAC) Slurry Seal Worker Stator Rewinder Steel Erector and Fabricator (Operating Engineer -Heavy & Highway Work) Steel Erector and Fabricator (Operating Engineer -Building Construction) Teamster **Telecommunications Technician** Telephone Installation Worker Terrazzo Worker **Tile Finisher** Tile Setter Traffic Control/Lane Closure (Laborer) Tree Trimmer (high voltage line clearance) Tree Trimmer (line clearance) Tunnel Worker (Laborer) Tunnel/Underground (Operating Engineer) Water Well Driller

Type of Contract, Lease, or Operating Agreement	Collective Bargaining Agreement and/or Labor Union	Hourly Wage Rate Increase in 2014 compared to 2013	Hourly Fringe Benefits Rate Increase in 2014 compared to 2013	Proposed Prevailing Wage Rates (Hourly Wage Rate + Hourly Fringe Benefit Rate)
Public Works and Construction	California Department of Industrial Relations	Varies by classification, ranging from a decrease of \$2.54 per hour for certain building construction operating engineers to an increase of \$4.25 per hour for certain plumbers	Varies by classification, ranging from a decrease of \$0.51 per hour for certain plasterers to an increase of \$2.75 per hour for certain plumbers	Varies by classification: • The low wage rate is unchanged at \$9.34 per hour for a landscape maintenance laborer • The high wage increases from \$97.94 to \$104.94 per hour for certain plumbers
Janitorial Services Contract	Collective bargaining agreement between the San Francisco Maintenance Contractors Association and the Service Employees International Union, Local 1877, Division 87.	Varies by classification from \$0.28 to \$0.40 per hour increase	Varies by classification and hours worked from \$5.43 to \$15.00 per hour increase (does not include vacation benefits which vary based on length of employment)	Varies by classification: • The low wage rate is decreased from \$22.29 to \$21.04 per hour • The high wage increases from \$35.08 to \$37.07 per hour
Window Services Contract	Collective bargaining agreement between the San Francisco Window Cleaning Contractors Association and Window Cleaners Union – Service Employees International Union Local 1877, AFL-ClO	No change	Varies by classification and hours worked from \$7.91 to \$14.93 per hour increase (does not include vacation benefits which vary based on length of employment)	Varies by classification: • The low wage rate is increased from \$31.57 to \$32.69 per hour • The high wage increases from \$41.12 to \$41.78 per hour
Public Off-Street Garage Attendants	Agreement between the Jurisdictional Operators of Parking Facilities and Teamsters Automotive and Allied Workers, Local 665.	Increased by \$0.34 per hour	Varies by hours worked from \$7.97 to \$12.57 per hour increase (does not include vacation benefits which vary based on length of employment)	Varies by hours worked: • The low wage rate is increased from \$28.587 to \$32.21 per hour • The high wage increases from \$35.09 to \$36.81 per hour
Theatrical Services	2011 Project Agreement - International Alliance of Theatrical Stage Employees, Local 16, and Moving Picture Technicians, Artists and Allied Crafts.	Varies by classification from \$0.34 to \$0.48 per hour increase	Varies by classification from \$0.60 to \$0.87 per hour increase	Varles by classification: • The low wage rate increases from \$47.29 to \$48.50 per hour • The high wage rate increases from \$70.09 to \$71.31 per hour
Solid Waste Hauling	Collective Bargaining Agreement between Sanitary Truck Drivers and Helpers Union Local 350, International Brotherhood of Teamsters, and NorCal Waste Systems, Inc., Golden Gate Disposal & Recycling Company, and Sunset Scavenger Company.	Increased by \$1.31 per hour	Increased by \$5.73 per hour (does not include vacation benefits which vary based on length of employment)	The wage rate is increased by \$74.11 to \$81.15 per hour
Moving Services	Agreement, between the Northern California Regional Council of Carpenters and the Carpenters 46 Northern California Counties Conference Board.	Increased by \$0.10 per hour	Increased by \$0.20 per hour	Varies by classification: • The low wage rate increases from \$30.32 to \$30.62 per hour • The high wage rate increases from \$30.59 to \$30.89 per hour

6460

Attachment II

CITY AND COUNTY OF SAN FRANCISCO

DENNIS J. HERRERA City Attorney BOARD OF SUPERVISORS SAN FRANCISCO SALUE P. GIBSON

Deputy City Attorney 2113 201 29 PH 3: 53

AK

RECEIVED

DIRECT DIAL: (415) 554-4665 E-MAIL: sallie.gibson@sfgov.org

OFFICE OF THE CITY ATTORNEY

October 29, 2013

Ms. Angela Calvillo Clerk, Board of Supervisors 1 Dr. Carlton B. Goodlett Place, Rm 244 San Francisco CA 94102

File 13/080

Re: Resolution Fixing Prevailing Wage Rates Pursuant To Administrative Code Sections 6.22(E) and 21C.7(c)(1)

Dear Ms. Calvillo:

On behalf of the Civil Service Commission, I am submitting the original and four copies of the proposed Resolution pertaining to the fixing of prevailing wage rates as noted above.

This resolution is meant to be a companion to the report on prevailing wage rates sent to you on October 25, 2013 by Jennifer Johnston, Executive Officer of the Civil Service Commission. The report, authored by the Office of Labor Standards Enforcement ("OLSE") on October 10, 2013, was approved by the Commission for submission to the Board on October 21, 2013. It is referred to in the resolution as the "OLSE Report".

The proposed resolution is offered to assist the Board in fulfilling its responsibility under Administrative Code sections 6.22(E) and 21C.7(c)(1) to fix and determine annually the prevailing wage rates for certain types of work for the coming year. As the end of this year is soon approaching, please waive the "30 day hold" on this legislation so that the Board may consider it prior to the year's close.

Also, please note that in the "Whereas" clause, at page 3, line 14 of the Resolution it will be necessary for the Clerk's Office to insert the File Number for this matter.

Thank you for processing this submission and for making the necessary arrangements for a timely hearing on the proposed Resolution.

Very truly yours,

DENNIS J. HERRERA City Attorney JE/P. GIBSON

Deputy City Attorney

cc:

Jennifer Johnston, Executive Officer, Civil Service Commission (w/enclosure)

CITY HALL • 1 DR CARLTON B. GOODLETT PLACE, ROOM 234 • SAN FRANCISCO, CALIFORNIA 94102-5408 RECEPTION: (415) 554-4700 • FACSIMILE: (415) 554-4763

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CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO^{vig:} Log Clerk EDWIN M. LEE MAYOR

October 25, 2013

SCOTT R. HELDFOND PRESIDENT

E. DENNIS NORMANDY VICE PRESIDENT

> **DOUGLAS S. CHAN** COMMISSIONER

> > KATE FAVETTI COMMISSIONER

GINA M. ROCCANOVA COMMISSIONER

JENNIFER C. JOHNSTON EXECUTIVE OFFICER

Angela Calvillo, Clerk of the Board Board of Supervisors City Hall, Room 244 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102

SUBJECT: Prevailing Wage Certification Legislation

Dear Ms. Calvillo:

At its meeting of October 21, 2013 the Civil Service Commission had for its consideration the certification of the highest prevailing rate of wages of the various crafts and kinds of labor paid in private employment in the City and County of San Francisco (CSC File No. 0277-13-3). A copy of the report prepared by the Office of Labor Standards Enforcement is attached.

It was the decision of the Civil Service Commission, in accordance with Charter Section A7.204 and Administrative Code Section 6.22, to adopt the Office of Labor Standards Enforcement's report.

The Civil Service Commission requested the City Attorney to draft legislation to accompany the report being forwarded to the Board of Supervisors as required by the Administrative Code. The draft legislation prepared by the City Attorney will be forwarded to you shortly.

Please call me at 252-3250, if there are questions or if further information is needed related to the action of the Civil Service Commission.

Sincerely,

CIVIL SERVICE COMMISSION

JENNIFER JOHNSTON **Executive Officer**

Attachment

Cc: Sallie Gibson, Deputy City Attorney



C IL SERVICE COMMIS, ON CITY AND COUNTY OF SAN FRANCISCO

CIVIL SERVICE COMMISSION REPORT TRANSMITTAL (FORM 22)

Refer to Civil Service Commission Procedure for Staff - Submission of Written Reports for Instructions on Completing and Processing this Form

- Civil Service Commission Register Number: 0277 13 1. ortober 21 For Civil Service Commission Meeting of: November 4, 2012 2. Donne both 3. Check One: Ratification Agenda Х Consent Agenda Regular Agenda Human Resources Director's Report Subject: Certification of the Highest Prevailing Rate of Wages of the Various Crafts and Kinds of 4. Labor Paid in Private Employment in the City & County of San Francisco 5. Recommendation: Adopt the report of the Office of Labor Standards Enforcement Report prepared by: <u>Ellen Love</u> Telephone number: <u>415 554-6488</u> 6.
- 7. Notifications: See Attachment
- 8. Reviewed and approved for Civil Service Commission Agenda:

Human Resources Director: 0

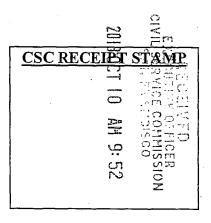
Date: 10/13

9. Submit the original time-stamped copy of this form and person(s) to be notified (see Item 7 above) along with the required copies of the report to:

Executive Officer Civil Service Commission 25 Van Ness Avenue, Suite 720 San Francisco, CA 94102

10. Receipt-stamp this form in the ACSC RECEIPT STAMP≅ box to the right using the time-stamp in the CSC Office.

Attachment



City and County of San Fra⁷ 'sco

Edwin M. Lee Mayor



Offic of Labor Standards

Donna Levitt Manager

DATE:

October 10, 2013

TO:

The Honorable Civil Service Commission

CERTIFICATION OF THE HIGHEST PREVAILING RATE OF WAGES OF THE VARIOUS CRAFTS AND KINDS OF LABOR PAID IN PRIVATE EMPLOYMENT IN THE CITY AND COUNTY OF SAN FRANCISCO

RECOMMENDATION: ADOPT REPORT; FORWARD TO BOARD OF SUPERVISORS

Section 6.22 of the Administrative Code requires that the Civil Service Commission furnish the Board of Supervisors, on or before the first Monday in November of each year, data as to the highest general prevailing rate of wages of the various crafts and kinds of labor as paid in private employment in the City and County of San Francisco. The attached General Prevailing Wage Determinations made by the Director of Industrial Relations, State of California pursuant to the California Labor Code reports the highest prevailing rate of wages of the various crafts paid in private employment in the City and County of San Francisco (please see Attachments 1-4).

In May 1999, the Board of Supervisors amended the Administrative Code to require that "Every Contract issued by the City and County of San Francisco for Janitorial Services to be performed at any facility owned or leased by the City and County of San Francisco, where such work is to be done directly under the contract awarded (a "prime contract") must require that any individual performing Janitorial Services thereunder be paid not less than the Prevailing Rate of Wages, including fringe benefits or the matching equivalents thereof, paid in private employment for similar work in the area in which the Contract is being performed, as determined by the Civil Service Commission."

Attachment 6 contains the Collective Bargaining Agreement between the San Francisco Maintenance Contractors Association and Service Employees International Union, Building Service Employees Union, Local 1877 Division 87 in effect from August 1, 2012 through July 31, 2016, reflecting the prevailing wage rates for individuals performing janitorial services in San Francisco. Attachment 7 contains the contractual changes of the Collective Bargaining Agreement between the San Francisco Window Cleaning Contractors Association and Window Cleaners Union – SEIU Local 1877, AFL-CIO in effect from April 1, 2013 to March 31, 2014, reflecting the wage and benefits levels for individuals performing window cleaning services in San Francisco.

In January 2003, the Board of Supervisors amended the Administrative Code to require workers employed in public off-street parking lots, garages, or storage facilities for automobiles on property owned or leased by the City and County of San Francisco be paid the prevailing wage rate. Attachment 5 is the Garage and Parking Lot Agreement between Parking Employers and Teamsters Automotive Employees, Local 665 in effect from December 1, 2012 to November 30, 2015, which reflects the prevailing wage rates for parking and garage attendants.

City Hall, Room 430 1 Dr. Carlton B. Goodlett Place San Francisco CA 94102 • www.sfgov.org/olse • (415) 554-65235 _664

October 10, 2013

In April 2004, the Board of Supervisors amended the Administrative Code to require that workers engaged in rigging, sound, projection, theatrical lighting, videos, computers, draping, carpentry, special effects, and motion picture services for shows on property owned by the City and County of San Francisco be paid the prevailing wage rate. Attachment 8 is the International Alliance of Theatrical Stage Employees Bargaining Agreement, Local 16 in effect from July 1, 2013 through December 31, 2013.

In July 2004, the Board of Supervisors amended the Administrative Code to require that "any individual performing moving services... be paid not less than the Prevailing Rate of Wages." Attachment 9 is the Agreement between the Northern California employers and the Northern California Regional Council of Carpenters and the Carpenters 46 Northern California Counties Conference Board regarding furniture movers and related classifications in effect from September 1, 2013 until August 31, 2015.

Finally, in December 2006, the Board of Supervisors amended the Administrative Code to require that "any employee engaged in the hauling of solid waste be paid not less than the Prevailing Rate of Wages." Attachment 10 is the Collective Bargaining Agreement between Recology Sunset & Recology Golden Gate and Sanitary Truck Drivers and Helpers Union Local 350, IBT, in effect from January 1, 2012 until December 31, 2016, which reflects the prevailing wage rates for individuals engaged in hauling waste.

The Board of Supervisors amended Administrative Code Section 21C.7(c)(1) on January 4, 2012 to require that the Civil Service Commission provide data on two components for each craft, classification, and type of work: (1) the basic hourly wage rate and (2) the hourly rate of each fringe benefit, which together equal the hourly prevailing rate of wages. The Office of Labor Standards Enforcement (OLSE) has summarized these rates based on the Collective Bargaining Agreements included in Attachments 5-10 for each of the occupational categories added at the request of the Board of Supervisors (please see Attachment 1 1). These tables are for reference only and may not include all of the information on prevailing basic hourly wages and fringe benefits described in the Collective Bargaining Agreements.

For ease of reference, also included is an alphabetical list of the occupations covered in these various Wage Determinations (please see Attachment 12).

It is recommended that the Civil Service Commission certify the State Department of Industrial Relations Director's General Prevailing Wage Determination Report and Collective Bargaining Agreements, which reflect the highest prevailing rate of wages paid various crafts and kinds of labor paid in private employment in the City and County of San Francisco.

If the Civil Service Commission certifies these rates, companion legislation effectuating such proposed changes should be drafted by the City Attorney and transmitted to the Board of Supervisors concurrently with the certification.

Respectfully Submitted,

Donne leist

Donna Levitt Manager Office of Labor Standards Enforcement

-3- 665

Notifications:

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Attachment 1

Prevailing Wage Determination

California – Statewide Rates

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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # BOILERMAKER-BLACKSMITH

DETERMINATION: C-14-X-2-2013-1

ISSUE DATE: February 22, 2013

EXPIRATION DATE OF DETERMINATION: September 30, 2013** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within the State of California

			Employe	r Payments		2	Straigh	t-Time	<u>Overtime</u> H		
CLASSIFICATION (Journeyperson)	Basic Hourly	Health and	Pension ^d	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly	Daily	Saturday	Sunday/ Holiday
	Rate	Welfare						Rate	1 1/2X	1 1/2X	2X -
^a AREA 1 Boilermaker-Blacksmith	\$41.17	\$8.57	^b \$16.20	b \$3.00	\$0.75	\$0.34	8	\$70.03	°\$100.22 [.]	°\$100.22	\$130.40
^a AREA 2 Boilermaker-Blacksmith	\$42.06	\$8.57	^b \$19.61	[▶] \$4.00	\$1.25	\$0.34	8	\$75.83	°\$108.67	⁰\$108.67	\$141.50
^a AREA 3 Boilermaker-Blacksmith	\$38.37	\$8.57	^b \$18.00	[▶] \$3.50	\$1.25	\$0.34	8	\$ 70.03	°\$ 99.97	°\$99.97	\$129.90

DETERMINATION: C-14-X-2-2013-1

ISSUE DATE: February 22, 2013

EXPIRATION DATE OF DETERMINATION: September 30, 2013* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703–4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

^a AREA 1 Boilermaker-Blacksmith Helper ^f	\$22.64	e	۵ \$0.65	-	\$0.75	\$0.34	8	\$24.38	°\$36.03	°\$36.03	\$47.67
^a AREA 2 Boilermaker-Blacksmith Helper ^f	\$23.13	e	b \$0.61	-	-	\$0.34	8	\$24.08	°\$35.95	°\$35.95	\$47.82
^a AREA 3 Boilermaker-Blacksmith Helper ^f	\$21.10	e	^b \$0.61	-	-	\$0.34	8	\$22,05	°\$32.91	°\$ 32.91	\$43.76

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html

^a Area 1 - Imperial, Inyo, Kem, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, San Luis Obispo (only that portion that is within a 25mile radius of the city of Santa Maria), and Ventura counties.

Area 2 - Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Solano Counties.

Area 3 - All other remaining counties.

^b Contribution is factored at the applicable overtime multiplier for each overtime hour worked.

e Rate applies to the first 2 daily overtime hours and the first 10 hours worked on Saturday. All other overtime is paid at the Sunday/Holiday rate.

^d Includes amount for Annuity Trust Fund.

^e Helpers will be eligible for Health & Welfare benefits after completing 2000 hours.

^fOne Helper shall be employed on each job of 5 to 10 employees.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #IRON WORKER

DETERMINATION: C-20-X-1-2013-2

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: December 31, 2013** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within the State of California

		Employer Payments St					<u>Straigh</u>	<u>t-Time</u>	Overtime Hourly Rate		
CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	•	Other Paymen		Total Hourly Rate		^b Saturday 1 1/2X	Sunday/ Holiday
Iron Worker (Ornamental, Reinforcing, Structural)	\$33.00	8.72	9.31	ª 3.92	0.72	4.165	8	59.835	76.335	76.335	92.835
Fence Erector	\$26.58	6.55	6.79	ª2.62	0.51	1.465	8	44.515	57.805	57.805	71.095

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at

http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

^a Includes supplemental dues.

^b Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday. All other overtime is at the Sunday/Holiday rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CRAFT: ELECTRICAL UTILITY LINEMAN

DETERMINATION: C-61-X-3-2013-1 ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: May 31, 2014**The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within the State of California, except Del Norte, Modoc, and Siskiyou Counties. (For Del Norte, Modoc and Siskiyou see page 2I)

			Employer Payments			Straight	-Time	<u>Ove</u>	Overtime Hourly Rate		
CLASSIFICATION	Basic	Health	Pension	Training	Other	Hours	Total	Daily	Saturday	Sunday	
(Journeyperson)	Hourly	and			Payment	s	Hourly			and	
	Rate	Welfare					Rate	2X	2X ·	Holiday	
# Lineman, Cable Splicer	\$50.30	5.00	² 7.86	^b 0.38	0.57	8	65.62	117.81	117.81	117.81	
## Powderman	44.91	5.00	^a 7.12	^b 0.34	0.51	8	59.23	105.83	105.83	105.83	
## Groundman	30.73	5.00	° 7.08	^b 0.23	0.35	8	44.31	76.19	76.19	76.19	

DETERMINATION: C-61-X-4-2013-1

ISSUE DATE: February 22, 2013

EXPIRATION DATE OF DETERMINATION: December 31, 2013** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director-Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within the State of California, except Del Norte, Imperial, Inyo, Kern, Kings, Los Angeles, Modoc, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Siskiyou, Tulare, and Ventura Counties. (For Del Norte, Modoc, and Siskiyou - see page 21. For Imperial, Inyo, Kern, Kings, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tulare, and Ventura Counties - see page 2A-1.

·	•	Emr	oloyer Paym	ents	Straigh	it-Time	Overtime Hourly Rate			
CLASSIFICATION	Basic	Health	Pension	Vacation/	Hours	Total	Daily	Saturday	Sunday/	
(Journeyperson)	Hourly	and		Holiday		Hourly			Holiday	
	Rate	Welfare				Rate	1½X	1½X	1½X	
## Pole Restoration Journeyman	\$26.11	5.00	ª0.60	0.70	8	33.19	46.635	°46.635	46.635	
After 1 year	26.11	5.00	°0.60	1.20	8	33.69	47.135	°47.135	47.135	
After 3 years	26.11	5.00	ª0.60	1.70	8	34.19	47.635	°47.635	47.635	
After 6 years	26.11	5.00	°0.60	2.21	8	34.70	48.145	°48.145	48.145	
## Senior Technician ^d	16.89	5.00	ª0.60	0.46	8	23.46	32.155	°32.155	32.155	
After 1 year	16.89	5.00	^a 0.60	0.78	8	23.78	32.475	°32.475	32.475	
After 3 years	16.89	5.00	°0.60	1.11	8	24.11	32.805	°32.805	32.805	
After 6 years	16.89	5.00	°0.60	1.43	8	24.43	33.125	°33.125	33.125	
## Pole Treatment Journeyman	23.33	5.00	°0.60	0.63	8	30.26	42.27	42.2 7°	42.27	
After 1 year	. 23.33	5.00	.ª0.60	1.08	8	30.71	42.72	°42.72	42.72	
After 3 years	23.33	5.00	°0.60	1.51	8	31.14	43.15	°43.15	43.15	
After 6 years	23.33	5.00	^a 0.60	1.98	8	31.61	43.62	°43.62	43.62	
## Pole Restoration and Treatment d										
Technician (First 6 months)	13.07	5.00	^a 0.60	0.35	8	19.41	26.14	°26.14	26.14	
Technician (After 6 months)	13.38	5.00	°0.60	0.36	8	19.74	26.63	°26.63	26.63	
<u></u>	- · <u></u> .	. •								

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at

http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

Indicates a non-apprenticeable craft.

^a In addition, an amount equal to 3% of the Basic Hourly Rate is added to the Total Hourly Rate and overtime hourly rates for the National Employees Benefit Board.

^bThis amount is factored at the applicable overtime rate.

^c Saturdays may be scheduled as a make-up day at the regular straight time rate.

^d The Ratio of Technicians to Journeymen may not exceed 4 to 1. However, if the Journeyman is assisted by a maximum of two

Senior Technicians, three additional Technicians may be added per Senior Technician.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

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CRAFT: ELECTRICAL UTILITY LINEMAN

DETERMINATION: C-61-X-5-2013-1

ISSUE DATE: February 22, 2013

EXPIRATION DATE OF DETERMINATION: December 31, 2013* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Kings, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tulare, and Ventura Counties.

		Employer Payments		nts	Straight-	Time	Overtime Hourly Rate		ate
CLASSIFICATION	Basic	Health	Pension	Vacation/	Hours	Total	Daily	Saturday	Sunday/
(Journeyperson)	Hourly	and		Holiday		Hourly			Holiday
•	Rate	Welfare			•	Rate	1½X	1½X	1½X
## Pole Restoration Journeyman	\$26.11	5.00	°0.60	-	8	32.49	45.94	°45.94	45.94
After 6 Months	\$26.11	5.00	ª0.60	1.21	8	33.70	47.145	°47.145	47.145
After 3 years	\$26.11	5.00	°0.60	1.86	8	34.35	47.795	°47.795	47.795
After 6 years	\$26.11	5.00	ª0.60	2.21	8	34.70	48.145	°48.145	48.145
## Senior Technician ^d	16.89	5.00	^a 0.60	-	8	23.00	31.70	°31.70	.31.70
After 6 Months	16.89	5.00	ª0.60	0.78	8	23.78	32.48	°32.48	32.48
After 3 years	16.89	5.00	ª0.60	1.20	8	24.20	32.90	°32.90	32.90
After 6 years	16.89	5.00	°0.60	1.43	8	24.43	33.13	°33.13	33.13
## Pole Treatment Journeyman	23.33	5.00	^a 0.60	-	8	29.63	41.645	°41.645	41.645
After 6 Months	23.33	5.00	^a 0.60	1.08	8	30.71	42.725	°42.725	42,725
After 3 years	23.33	5.00	^a 0.60	1.66	8	31.29	43.305	°43.305	43.305
After 6 years	23.33	5.00	^a 0.60	1.97	8	31.60	43.615	°43.615	43.615
## Pole Restoration and Treatment d									
Technician (First 6 months)	13.07	5.00	^a 0.60	0.60	8	19.66	26.39	°26.39	26.39
Technician (After 6 months)	13.38	5.00	°0.60	0.62	8	20.00	26.89	°26.89	26.89
Technician (After 3 Years)	13.38	5.00	^a 0.60	0.95	8	20.33	27.22	°27.22	27.22
Technician (After 6 Years)	13.38	5.00	ª0.60	1.13	· 8	20.51	27.40	°27.40	27.40

Indicates a non-apprenticeable craft.

^a In addition, an amount equal to 3% of the Basic Hourly Rate is added to the Total Hourly Rate and overtime hourly rates for the National Employees Benefit Board.

^b This amount is factored at the applicable overtime rate.

^c Saturdays may be scheduled as a make-up day at the regular straight time rate.

^d The Ratio of Technicians to Journeymen may not exceed 4 to 1. However, if the Journeyman is assisted by a maximum of two

Senior Technicians, three additional Technicians may be added per Senior Technician.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TELECOMMUNICATIONS TECHNICIAN

DETERMINATION: C-422-X-1-2003-2 ISSUE DATE: August 22, 2003

EXPIRATION DATE OF DETERMINATION: June 1, 2004* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics & Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Los Angeles, San Francisco, San Mateo, and Santa Clara Counties.

		<u></u>	Employe	r Payments		<u>Straigh</u>	t-Time	Overtime Hourly Rate		
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Hours	Total Hourly		Holiday	
	Rate	Welfare		Holidays			Rate	1 1/2X ^a	2 1/2X	
Telecommunications Technician	28.50	2.79	0.93	3.28	. –	8	35.50	49.75	78.25	

^a Rate applies to work in excess of eight hours daily and for all hours over 40. Rate applies to all hours worked on Sunday.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holiday upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TELECOMMUNICATIONS TECHNICIAN

DETERMINATION: C-422-X-1-2003-2A

ISSUE DATE: August 22, 2003

EXPIRATION DATE OF DETERMINATION: June 1, 2004* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics & Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Contra Costa, Marin, Orange, and San Diego counties.

			Employe	er Payments		Straight-Time		Overtime	e Hourly Rate
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Hours	Total Hourly		Holiday
	Rate	Welfare		Holidays			Rate	1 1/2Xª	2 1/2X
Telecommunications Technician	27.93	2.79	0.93	3.21	-	8	34.86	48.825	76.755

^a Rate applies to work in excess of eight hours daily and for all hours over 40. Rate applies to all hours worked on Sunday.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2B-1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TELECOMMUNICATIONS TECHNICIAN

DETERMINATION: C-422-X-1-2003-2B.

ISSUE DATE: August 22, 2003

EXPIRATION DATE OF DETERMINATION: June 1, 2004* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics & Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within the Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Fresno, Glenn, Humboldt, Imperial, Kern, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Riverside, Sacramento, San Benito, San Joaquin, San Luis Obispo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo and Yuba counties.

•			Employe	r Payments		Straigh	<u>t-Time</u>	Overtime Hourly Rate		
Classification	Basic	Health	Pension	Vacation	Training	Hours	Total		Holiday	
(Journeyperson)	Hourly Rate	and Welfare		and Holidays			Hourly Rate	1 1/2X ^a	2 1/2X	
Telecommunications Technician	27.18	2.79	0.93	3.13		8	34.03	47.62	74.80	

^a Rate applies to work in excess of eight hours daily and for all hours over 40. Rate applies to all hours worked on Sunday.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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¹² 675

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TELEPHONE INSTALLATION WORKER AND RELATED CLASSIFICATIONS

DETERMINATION: C-422-X-10-2001-1

ISSUE DATE: August 22, 2001

EXPIRATION DATE OF DETERMINATION: October 1, 2001* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Del Norte, Inyo, Mono and San Bernardino, and Santa Barbara Counties.

			Employer Payments				Straight-Time		Overtime Hourly Rat		
Classification (Journeyperson)	Step ^a	Basic Hourly Rate	Health and Welfare ^e	Pension	Vacation ^b and Holiday	Training	Hours	Total Hourly Rate	1 1/2X°	2X ^d	
		1(4(0	Wellare		Tionday	,		1 cuit			
Telephone Installation											
Worker	1	\$9.97	\$0.06	-	\$0.84	-	8	\$10.87	\$15.855	\$20.84	
	2	10.79	0.06	-	0.91	-	8	11.76	17.155	22.55	
	3	11.73	0.07	· -	0.99		8	12.79	18.655	24.52	
	4	12.78	0.07	-	1.08	-	8	13.93	20.32	26.71	
	5	14.05	0.08	-	1.19	-	8	15.32	22.345	29.37	
	6	15.50	0.09	-	1.31	-	8	16.90	24.65	32.40	
	7 ·	17.20	0.10	-	1.46	-	8	18.76	27.36	35.96	
	8.	19.36	0.11	-	1.64	-	8	21.11	30.79	40.47	
	9	22.13	0.13	-	1.87	-	8	24.13	35.195	46.26	
					,						

^a The time interval between steps is six months.

- ^b Rates apply to the first eight years of employment only: for employment over eight years, \$2.30 per hour worked; for employment over fifteen years, \$ 2.72 per hour worked; for employment over twenty-five years, \$3.15 per hour worked.
- ^c Rate applies to work in excess of a regular shift. Rate applies to all hours worked on Sunday, except those hours which exceed 55 hours weekly.

^d Rate applies to all hours which exceed 55 hours weekly.

^e Includes an amount for sick leave. Benefit is paid until 270 sick leave workdays are accumulated.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.

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¹³ 676

CRAFT: ##TREE TRIMMER (HIGH VOLTAGE LINE CLEARANCE)

DETERMINATION: C-TT-2013-2

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: August 2, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: Alpine, Amador, Calaveras, Del Norte, Fresno, Humboldt, Kern, Kings, Lake, Madera, Mariposa, Mendocino, Merced, Sacramento, San Joaquin, Sonoma, Stanislaus, Tulare, and Tuolumne Counties (REF: 61-1245-12)

				Employ	er Payments		<u>Straigh</u>	ht-Time Overt		rtime
CRAFT/CLASSIFICATION		Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Hours	Total Hourly Rate	Daily ^a 1 1/2X	Daily 2X
Climber		21.52	5.00	0.68 ^b	0.41°	0.58	8	28.19	33.25 ^z	44.33
Groundperson	First 6 months	13.77	5.00	0.43	0.27	0.37	8	19.84	21.27 ^z	28.37
Groundperson	After 6 months	14.76	5.00	0.46 ^d	0.28°	0.40	8	20.90	22.80 ^z	30.41

DETERMINATION: C-TT-2013-2A

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: August 2, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: Butte, Colusa, Glenn, Lassen, Modoc, Shasta, Siskiyou, Sutter, Tehama, Trinity, and Yuba Counties (REF: 61-1245-12)

Climber	21.83	5.00	0.69 ^f	0.42 ^g	0.59	8	28.53	33.73 ^z	44.97
Groundperson First 6 mon	ths 12.37	5.00	0.39	0.24	0.33	8	18.33	19.11 ^z	25.48
Groundperson After 6 mon	nths 14.85	5.00	0.47 ^h	0.29 ⁱ	0.40	8	21.01	22.94 ^z	30.59

DETERMINATION: C-TT-2013-2B

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: August 2, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: Alameda, Contra Costa, El Dorado, Nevada, Placer, Plumas, Sierra, Solano, and Yolo Counties (REF: 61-1245-12)

Climber		21.91	5.00	0.69 ⁱ	0.42 ^k	0.59	8	28.61	33.85 ^z	45.13
Groundperson	First 6 months	14.03	5.00	0.44	0.27	0.38	8	20.12	21.68 ^z	28.90
Groundperson	After 6 months	15.05	5.00	0.47 ¹	0.29 ^m	0.41	8	21.22	23.25 ^z	31.00

DETERMINATION: C-TT-2013-2C

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: August 2, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: Marin and Napa Counties (REF: 61-1245-12)

Climber		21.21	5.00	0.67 ⁿ	0.41°	0.57	8	27.86	32.77 ^z	43.69
Groundperson	First 6 months	13.57	5.00	0.43	0.26	0.37	8	19.63	20.97 ^z	27.95
Groundperson	After 6 months	14.56	5.00	0.46 ^p	0.28 ^q	0.49	8	20.69	22.50 ^z	29.99

Footnotes listed on page 2E

2D

CRAFT: ##TREE TRIMMER (HIGH VOLTAGE LINE CLEARANCE)

DETERMINATION: C-TT-2013-2D

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: August 2, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: San Francisco, San Mateo, and Santa Clara Counties (REF: 61-1245-12)

•			Employer Payments				Straig	ht-Time	<u>Overtime</u>	
CRAFT/CLASSI	FICATION	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Hours	Total Hourly Rate	Daily ^a 1 1/2X	Daily 2X
Climber		22.45	5.00	0.70 ^r	0.43 ^s	0.61	8	29.19	34.69 ^z	46.25
-	First 6 months	14.40	5.00	0.45	0.28	0.39	8	20.52	22.25 ^z	29.66
Groundperson 4	After 6 months	15.39	5.00	0.48 ^t	0.30 ^u	0.42	8	21.59	23.78 ^z	31.70

DETERMINATION: C-TT-2013-2E

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: August 2, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: Monterey, San Benito, San Luis Obispo, and Santa Cruz Counties (REF: 61-1245-12)

Climber		22.81	5.00	0.72 ^v	0.44 ^w	0.62	8	29.59	35.24 ^z	46.99
Groundperson	First 6 months	14.64	5.00	0.46	0.28	0.40	8	20.78	22.62 ^z	30.16
Groundperson	After 6 months	15.68	5.00	0.49 ^x	0.30 ^y	0.42	8	21.89	24.23 ^z	32.30

## Not an apprenticeable craft.	¹ \$0.48 after 3 years of service; \$0.49 after 10 years.
^a Rate applies to the first 4 daily overtime hours. All other overtime is at	^m \$0.58 after 3 years of service, \$0.87 after 10 years.
the double time rate. A normal non-work day in the same workweek	\$0.68 after 3 years of service; \$0.69 after 10 years.
may be worked at straight time if job is shut down during the normal	° \$0.82 after 3 years of service; \$1.23 after 10 years.
workweek due to inclement weather.	^p \$0.47 after 3 years of service; \$0.47 after 10 years.
^b \$0.69 after 3 years of service; \$0.70 after 10 years.	^q \$0.56 after 3 years of service; \$0.84 after 10 years.
° \$0.83 after 3 years of service; \$1.24 after 10 years.	¹ \$0.72 after 3 years of service; \$0.73 after 10 years.
^d \$0.47 after 3 years of service; \$0.48 after 10 years.	⁵ \$0.86 after 3 years of service; \$1.30 after 10 years.
^e \$0.57 after 3 years of service; \$0.85 after 10 years.	¹ \$0.49 after 3 years of service; \$0.50 after 10 years.
f \$0.70 after 3 years of service; \$0.71 after 10 years.	^u \$0.59 after 3 years of service; \$0.89 after 10 years.
^g \$0.84 after 3 years of service; \$1.26 after 10 years.	v \$0.73 after 3 years of service; \$0.74 after 10 years.
^h \$0.47 after 3 years of service; \$0.48 after 10 years.	^w \$0.88 after 3 years of service; \$1.32 after 10 years.
i \$0.57 after 3 years of service; \$0.86 after 10 years.	x \$0.50 after 3 years of service; \$0.51 after 10 years.
^j \$0.70 after 3 years of service; \$0.71 after 10 years.	^y \$0.60 after 3 years of service; \$0.91 after 10 years.
* \$0.84 after 3 years of service; \$1.27 after 10 years.	^z Rate also applies to holidays.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CRAFT: ##TREE TRIMMER (LINE CLEARANCE)

DETERMINATION: C-TT-61-465-5-2010-1

ISSUE DATE: August 22, 2010

EXPIRATION DATE OF DETERMINATION: September 3, 2011* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within San Diego County.

	. · · .	·	Employ	er Pavments		Straig	ht-Time	Overtime		
CRAFT/CLASSIFICATION	Basic Hourly	Health and	Pension	Vacation and	Training	Hours	Total Hourly	Daily ^{aa}	Daily ^{bb}	
	Rate	Welfare		Holiday			Rate	1 1/2X	2X	
Tree Trimmer										
Trainee (0-18 Months)	16.18	0.89	-	1.06	-	8	18.13	26.22	34.31	
1st year Climber	18.26	0.89	-	1.19	-	8	20.34	29.47	38.60	
2nd year Climber	20.76	0.89	-	1.76	-	8	23.41	33.79	44.17	
Thereafter Climber	23.28	0.89	-	1.97 ^{cc}	-	8	26.14	37.78	49.42	
Groundman										
1st year	13.18	0.89	· _	0.86	-	8	14.93	21.52	28.11	
Thereafter	14.23	0.89	-	1.20 ^{dd}	-	8	16.32	23.435	30.55	

DETERMINATION: C-TT-61-465-5A-2013-1

ISSUE DATE: February 22, 2013

EXPIRATION DATE OF DETERMINATION: December 31, 2013* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial County

Tree Trimmer									
1st year Climber	14.68	1.12	-	0.90	-	8	16.70	24.04	31.38
2nd year Climber	17.45	1.12	-	1.41	•	8	19.98	28.705	37.43
3rd year Climber	19.24	1.12	-	1.55	• :	8	21.91	31.53	41.15
Thereafter Climber	19.89	1.12	-	1.61 ^{ee}	-	8	22.62	32.565	42.51
Trimmer Trainee									
Step 1 (0-6 Months)	12.05	1.12	. <u>-</u>	0.74	- 1	8	13.91	19.935	25.96
Step 2 (7-18 Months)	12.60	1.12	-	0.78 ^{gg}	-	8	14.50	20.80	27.10
Groundman	11.27	1.12	-	0.69 ^{ff}	-	8	13.08	18.715	24.35

DETERMINATION: C-TT-61-47-3-2013-1

ISSUE DATE: February 22, 2013

EXPIRATION DATE OF DETERMINATION: December 28, 2013* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino, Santa Barbara, and Ventura Counties.

Tree Trimmer	Step 1 ^{bh} Step 2 Step 3 Step 4	13.10 13.93 14.49 15.15	3.51 3.51 3.51 3.51	0.39 0.42 0.43 0.45	0.60 0.64 0.67 0.70 ^{jj}	- - -	8 8 8 8	17.60 18.50 19.10 19.81	24.15 ⁱⁱ 25.47 ⁱⁱ 26.35 ⁱⁱ 27.39 ⁱⁱ	30.70 32.43 33.59 34.96
Tree Trimmer Train Step 1 (0-6 M Step 2 (7-18 M	onths)	11.63 12.44	3.51 3.51	0.35 0.37	0.54 0.57	-	8 8	16.03 16.89 ·	21.85 ⁱⁱ 23.11 ⁱⁱ	27.66 29:33
Groundman		11.20	3.51	0.34	0.52 ^{kk}	-	8	15.57	21.17 ⁱⁱ	26.77

Footnotes listed on page 2G

(Recognized Holidays and Travel and Subsistence Payment footnotes listed on page 2G)

2F

Not an apprenticeable craft.

- ^{aa} Rates apply to work in excess of 40 hours in a week, 8 hours in a day, and any time on a non-work day or holiday. A normal nonwork day in the same workweek may be worked at the straight time if job was shut down during the normal workweek due to inclement weather.
- ^{bb} Rates apply to work in excess of 12 hours in a day.
- ^{cc} \$2.42 after 7 years of service at this level.
- ^{dd} \$1.48 after 8 years at this level.
- ^{ee} \$1.99 after 6 years of service at this level.
- ff \$0.91 after 1 year at this level; \$1.13 after 8 years at this level.

- gg \$1.02 after 1 year at this level; \$1.26 after 7 years at this level.
- hh 12 months per step.
- ⁱⁱ Rates apply to the first 4 daily overtime hours in the regular workweek and the first 12 hours on any non-work day. All other overtime is at the double time rate. A normal non-work day in the same workweek may be worked at the straight-time if job was shut down during the normal workweek due to inclement weather.
- ^{jj} \$1.28 after 10 years of service.
- kk \$0.73 after 1 year of service; \$0.95 after 10 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # STATOR REWINDER

DETERMINATION: C-738-1412-7-2008-1

ISSUE DATE: August 22, 2008

EXPIRATION DATE OF DETERMINATION: September 30, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within the State of California.

		Employer Payments					Straight-Time			Overtime Hourly Rate		
CLASSIFICATION (Journeyperson)	Basic Hourly	Health and	Pension	Vacation	Holiday	Training	Hours	Total ^e Hourly	Daily ^{be}	Saturday ^e	Sunday	Holiday
ζ	Rate	Welfare						Rate	1 1/2X	1 1/2X	2X	2 1/2X
Stator Rewinder	\$15.20	ª1.36	ª2.18	^{ac} .29	.58	ª.29	8	19.90	29.56	29.56	39.22	48.88
Stator Rewinder Helper (First 6 Months)	11.74	ª1.05	ª1.69	°.23	.45	ª. 23	8	15.39	22.86	22.86	30.33	37.80
Stator Rewinder Helper (After 6 Months)	11.95	ª1.07	ª1.72	^{ad} .23	.46	ª.23	8	15.66	23.26	23.26	30.86	38.46

Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <u>http://www.dir.ca.gov/das/das.html</u>.

^a Contributions are factored at the appropriate overtime multiplier.

^b Rate applies to the first 4 daily overtime hours and the first 12 hours on Saturday. After 12 hours daily, the Sunday double-time rate applies.

^c Rate applies to the first two years of employment only: for employment over two years, \$.58 per hour worked; for employment over five years, \$.73 per hour worked; for employment over seven years, \$.88 per hour worked; for employment over fifteen years, \$1.17 per hour worked; for employment over twenty years, \$1.46 per hour worked; for employment over thirty years, \$1.75 per hour worked.

^d Rates apply to the first two years of employment only: for employment over two years, \$.46 per hour worked; for employment over five years, \$.57 per hour worked; for employment over seven years, \$.69 per hour worked; for employment over fifteen years, \$.92 per hour worked; for employment over twenty years, \$1.15 per hour worked; for employment over thirty years, \$1.38 per hour worked.

^e Does not include any additional amount that may be required for vacation pay.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2H

CRAFT: # ELECTRICAL UTILITY LINEMAN

DETERMINATION: C-61-X-8-2013-1

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: January 31, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Del Norte, Modoc and Siskiyou counties.

		Employer Payments				Straigh	t <u>-Time</u>	Overtime Hourly Rate		
CLASSIFICATION (Journeyperson)	Basic Hourly	Health and	Pension	Training	Other Payments	Hours	Total Hourly	Daily	Saturday	Sunday and
	Rate	Welfare			•		Rate	1 1/2X	1 1/2X	Holiday 2X
Lineman, Heavy Line Equipment man, Certified Lineman Welder,									-	
Pole Sprayer	\$45.62	5.40	°9.27	^b 0.46	°0.12	8	60.87	^d 84.65	°84.65	108.44
Cable Splicer	51.09	5.40	ª9.43	^b 0.51	°0.14	8	66.57	^d 93.20	°93.20	119.83
Line Equipment Man	39.23	5.40	ª6.03	^b 0.39	°0.11	8	51.16 [.]	^d 71.61	°71.61	92.06
Powderman	34.22	5.30	^a 5.53	^b 0.34	°0.10	8	45.48	^d 63.32	°63.32	81.16
Groundman	31.31	5.30	^a 5.44	ь0.31	°0.09	8	42.45	^d 58.77	°58.77	75.09
Pole Sprayer Trainee	•									•
First six months	39.10	5.30	°5.67	^b 0.39	°0.11	8	50.57	70.95 ⁴	°70.95	91.33
Second six months	40.97	5.30	°5.73	^b 0.41	°0.11	8	52.52	^d 73.88	°73.88	95.23
Third six months	42.34	5.30	°5.77	^b 0.42	°0.12	- 8	53.95	^d 76.02	°76.02	98.09

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

^a Includes an amount equal to 3% of the Basic Hourly Rate for the National Employees Benefit Board. This amount is factored at the applicable overtime rate. Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

^b This amount is factored at the applicable overtime rate.

^c This amount includes \$0.01 for the National Labor-Management Cooperation Committee, and the remainder of the amount is for the Administrative Maintenance Fund. This amount (AMF) is factored at the applicable overtime rate.

^d Applies to the first 2 hours of overtime on a regular workday. All hours in excess of 10 hours will be paid at the double time rate.

^e Applies to the first 8 hours on Saturday. All hours in excess of 8 hours on Saturday will be paid the Sunday and Holiday double time rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

2I

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2013-1

Issue Date: August 22, 2013

Expiration date of determination: July 31, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

Localities: All localities within Alameda, Contra Costa, Mendocino, and Solano Counties. (REF: 232-81-1)

			Employ	er Paymen	ts	_	<u>Straigh</u>	t-Time	Over	<u>time Hourl</u>	y Rate	
	Basic	Health	Vacation					Total			Sunday/	
	Hourly	and		And				Hourly	Daily	Saturday	Holiday	
Classification	<u>Rate</u>	Welfare	Pension	<u>Holiday</u>	<u>Training</u>	Other	<u>Hours</u>	Rate	_(1½X)_	(1½X)	<u>(2 X)</u>	
•											·	
# Metal Roofing Systems Installer \$		\$7.94	\$4.65	\$3.41	\$0.57	\$0.44	8.0ª	\$47.92	\$63.375 ^{(b}	⁹⁾ \$63.375 ^(b)	\$78.83	

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at

http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

* Saturdays in the same workweek may be worked at straight-time if job is shut down during the normal workweek due to inclement weather.

^b Rate applies to the first 4 daily overtime hours and first 12 hours worked on Saturday; all other time is paid at the Sunday/Holiday overtime hourly rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

2J

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2012-1A

Issue Date: August 22, 2012

Expiration date of determination: September 30, 2012* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Amador and El Dorado Counties. (REF: 830-232-15)

· · · · · · ·	D! -		Employ	er Paymen			<u>Straigh</u>		Overti	<u>me Hourly</u>	
) .	Basic Hourly	Health And		Vacation And				Total Hourly	Daily	Saturday	Sunday/ Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	$(1\frac{1}{2}X)$	(1½ X)	(2 X)
Amador County: # Metal Roofing Systems Installer	\$20.41	\$5.79	\$2.80	\$3.74	\$0.20	\$0.05	8.0	\$32.99	\$43.19	\$43.19 [⊾]	\$53.40
El Dorado County: # Metal Roofing Systems Installer	\$18 . 81	\$5.35	\$2.80	\$3.48	\$0.20	~	8.0	\$30.64	\$40.045	\$40.045 ^ь	\$49.45

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <u>http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</u>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <u>http://www.dir.ca.gov/das/das.html</u>.

^a The credit for employer payments do not have to be computed on an annualized basis where the employer seeks credit for employer payments that are higher for public works projects than private construction performed by the same employer. The director determined that annualization would not serve the purpose of this chapter pursuant to California Labor Code Section 1773.1(d)(4).

^b Saturdays in the same workweek may be worked at straight-time if job is shut down for 2 or more days during the normal workweek due to wind, rain, snow or ice, fog, frost, dew or extreme heat.

* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

2J-1

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2012-1B

Issue Date: August 22, 2012

Expiration date of determination: September 30, 2012* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Butte, Lassen, Marin, Placer, Sacramento, San Joaquin, Sonoma, Yolo and Yuba Counties. (REF: 830-232-16)

			Employ	<u>er Paymen</u>	ts		<u>Straight</u>	<u>t-Time_</u>	Over	time Hour	y Rate
	Basic	Health	•	Vacation			•	Total			Sunday/
	Hourly	And		And				Hourly	Daily	Saturday	Holiday
Classification	Rate ^a	Welfare	Pension [*]	Holiday*	Training [*]	Other ^a	Hours	Rate	<u>(1½ X)</u>	(1½X)	<u>(1½ X)</u>
Butte, Lassen, Placer, Sacramento, Yolo # Metal Roofing Systems Installer	and Yuba \$31.88	Counties: -	-	b	-	\$10.90	8.0	\$42.78	\$58.72°	\$58.72°	\$58.72°
San Joaquin County: # Metal Roofing Systems Installer	\$28.49	-	-	Ь	-	\$10.75	8.0	\$39.24	\$53.485°	\$53.485°	\$53.485°
Marin and Sonoma Counties: # Metal Roofing Systems Installer	\$34.06	\$5.79	\$3.45	ь	\$0.30	-	8.0	\$43.60	\$60.63°	\$60.63°	\$60.63°

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

^a Basic Hourly Rate and Employer Payments are based on the Davis-Bacon Wage Determination.

^b Included in straight-time hourly rate.

^c Rate applies to all hours work in excess of 8 hours per day and 40 hours during any one week.

* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

2J-2

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2008-1C

Issue Date: August 22, 2008

Expiration date of determination: September 30, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Calaveras County. (REF: 830-166-4)

•			Employ	ver Paymer	<u>nts a</u>		<u>Straight</u>	t-Time	Over	time Hour	ly Rate	
	Basic	Health					,	Total			Sunday/	
	Hourly	And		And				Hourly	Daily	Saturday	Holiday	
<u>Classification</u>	Rate	Welfare	Pension	Holiday	<u>Training</u>	Other_	Hours	Rate	(1½X)	(1½ X)	(2 X)	
# Metal Roofing Systems Installer	\$47.59 ^b	-	-	-	\$0.45	· _	8.0	\$48.04	\$71.835°	\$71.835°	\$71.835°	

Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

^a The credit for employer payments do not have to be computed on an annualized basis where the employer seeks credit for employer payments that are higher for public works projects than private construction performed by the same employer. The director determined that annualization would not serve the purpose of this chapter pursuant to California Labor Code Section 1773.1(d)(4).

^b Includes an amount for Health and Welfare, Pension, Vacation/Holiday, Dues Check Off, and Other Payments.

^c Rate applies to all hours work in excess of 8 hours per day and 40 hours during any one week.

* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2012-1D

Issue Date: August 22, 2012

Expiration date of determination: September 30, 2012* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Fresno County. (REF: 830-232-18)

			Employ	er Paymen	its	_	<u>Straight</u>	<u>-Time</u>	Overti	ime Hourly	Rate
	Basic	Health		Vacation				Total	-		Sunday/
	Hourly	And		And				Hourly	Daily	Saturday	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	(1½X)	<u>(2 X)</u>
Fresno County: # Metal Roofing Systems Installer	\$23.05	\$3.60	\$3.60	д	\$0.10	-	8.0	\$30.35	\$41.875	\$41.875	\$53.40

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <u>http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</u>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <u>http://www.dir.ca.gov/das/das.html</u>.

.ª Included in straight-time hourly rate.

* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

2J-4

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2008-1E

Issue Date: August 22, 2008

Expiration date of determination: September 30, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Humboldt, Madera, Napa, and Shasta Counties. (REF: 830-232-17)

	ł		Employ	er Paymer	ts		<u>Straight</u>	-Time	<u>Overtir</u>	ne Hourly	Rate
Classification	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Hours	Total Hourly Rate	Daily (1½ X)	Saturday (1½ X)	Sunday/ Holiday (1½ X)
Humboldt County: ## Metal Roofing Systems Installer	\$16,00			-	-	\$2.00	8.0	\$18.00	\$26.00ª	\$26.00ª	\$26.00ª
Madera County: # Metal Roofing Systems Installer	\$26.75	\$2.00	\$2.00	-	\$0.15	-	8.0	\$30.90	\$44.275°	\$44.275ª	\$44.275°
Napa County: ## Metal Roofing Systems Installer	\$18.00	-	, _	\$0.35	-	-	8.0	\$18.35	\$27.35ª	\$27.35ª	\$27.35ª
Shasta County: ## Metal Roofing Systems Installer	\$19.83	-	–	-	\$0.20	-	8.0	\$20.03	\$29.945ª	\$29.945ª	\$29 . 945ª

Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

Rates for apprentices are not available in the General Prevailing Wage Apprentice Schedule.

^aRate applies to all hours work in excess of 8 hours per day and 40 hours during any one week.

* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2J-5 25

METAL ROOFING SYSTEMS INSTALLER

DETERMINATION: C-MR-2013-2F

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: December 31, 2013** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITIES: All localities within Los Angeles, Orange, Riverside and San Bernardino Counties. (REF: 166-102-1)

			Emple	oyer Payn	ients		Straig	ht-Time	_Ove	<u>rtime Hou</u>	rly Rate
	Basic	Health		Vacation				Total			Sunday/
	Hourly	and		And				Hourly	Daily ^b	Saturday ^b	Holiday
Classification	Rate	Welfare	Pension ^e	Holiday	Training	Other	Hours	Rate	(1½X)	<u>(1½X)</u>	(2 X)
# Metal Roofing Systems Installer	\$40.74	\$9.37	\$11.76		\$1.12	\$0.47	8.0	\$63.46	\$83.83	\$83.83	\$104.20

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at

http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html. To obtain any apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html. To obtain any apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html. To obtain any apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html. "Includes amount withheld for Working Dues.

^bRate applies for the first 4 overtime hours Monday through Friday and the first 12 hours worked on Saturday. All other time is paid at the Sunday/Holiday

overtime rate. Saturdays in the same workweek may be worked at straight-time if job is shut down during the normal workweek due to inclement weather.

^c Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

2J-6

METAL ROOFING SYSTEMS INSTALLER

DETERMINATION: C-MR-2013-2G

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: December 31, 2013** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITIES: All localities within Monterey County. (REF: 166-104-10)

		;		Emp	loyer Pay	ments		<u>Straigh</u>	t-Time	Over	time Hour	ly Rate
	•	Basic	Health	· · · · ·					Total			Sunday/
		Hourly	and		and				Hourly	Daily	Saturday	Holiday
<u>Classification</u>	`	Rate	Welfare	Pension	Holiday	Training	Other_	Hours	Rate	(1½X)	$(1\frac{1}{2}X)$	(2 X)
		;										
# Metal Roofing Systems	s Installer	\$40.26	\$12.68°	\$15.87 ^b	С	\$1.21	\$0.42	8.0	\$70.44	\$91.18 ^d	\$91.18 ^d	\$111.91

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at

http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

^a Includes amount withheld for Dues Check Off.

^b An amount equal to 3% of wages and employee benefits (excluding training) is added for National SASMI Fund (Wage Stabilization Plan). This amount is factored into overtime hourly rate. Effective 1/1/2013, pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

^cIncluded in Straight-Time hourly rate.

^d Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only; All other time is paid at the Sunday and Holiday overtime hourly rate. ^eEffective 1/1/2013, pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

2J-7

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2013-11

Issue Date: August 22, 2013

Expiration date of determination: June 30, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

Localities: All localities within San Diego County. (REF: 166-206-1)

			Emplo	<u>yer Payme</u>	nts		<u>Straig</u>	<u>ht-Time</u>	Over	<u>time Hour</u>	ly Rate
	Basic	Health		Vacation				Total			Sunday/
	Hourly	and		And				Hourly	Daily	Saturday	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	(1½X)	<u>(2 X)</u>
			,								
# Metal Roofing Systems Installer	\$34.54ª	\$7.87 ^b	\$12.60°	-	\$0.73 ^d	\$0.54 ^e	8.0^{f}	\$56.28	\$73.55 ^g	\$73.55 ^g	\$90.82 ^g

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <u>http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</u>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <u>http://www.dir.ca.gov/das.html</u>.

^a Includes amount withheld for Working Dues.

^b Includes an amount for the Sheet Metal Occupational Health Institute Trust.

^oIncludes amount for 401(a) Plan. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES

^d Includes an amount for International Training Institute.

*Includes amounts for National Energy Management Institute (NEMI) Fund, Sheet Metal Workers' International Scholarship Fund (SMWSF) and Industry Fund.

^fSaturdays in the same work week may be worked at straight-time if job is shut down during the normal workweek due to inclement weather.

⁸ Rate applies to the first 2 Daily overtime hours and the first 10 hours on Saturday; All other time is paid at the Sunday and Holiday overtime rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

2J-9

METAL ROOFING SYSTEMS INSTALLER

DETERMINATION: C-MR-2013-2J

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 30, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITIES: All localities within San Francisco, San Mateo and Santa Clara Counties. (REF: 166-104-1)

	,		Employ	er Paymer	its		Straight	-Time	Over	time Hourl	y Rate	
	Bașic	Health		Vacation		_		Total			Sunday/	
	Hourly	and	And					Hourly	Daily	Saturday	Holiday	
<u>Classification</u>	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½X)	(1½X)	(2 X)	
	1											
# Metal Roofing Systems Installer	\$52 <mark>,</mark> .80ª	\$12.86°	\$20.12 ^f	b	\$1.21	\$1.15	8.0 °	\$88.14	\$114.54 ^d	\$114.54 ^d	\$140.94	

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStarl.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das/html.

^a Includes amount for Vacation/Holiday and Dues Check Off.

^b Included in Straight-Time Hourly Rate.

[°]For San Francisco County, the Straight-Time Hours is 7 hours.

^d For San Francisco County: Rate applies to the first 2 daily overtime hours and the first 7 hours on Saturday only. All other time is paid at the Sunday and Holiday overtime hourly rate.

For San Mateo and Santa Clara Counties: Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only. All other time is paid at the Sunday and Holiday overtime hourly rate.

• Includes SMOHIT and SHC. Effective 1/1/2013, pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

¹Effective 1/1/2013, pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

2J-10

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METAL ROOFING SYSTEMS INSTALLER

DETERMINATION: C-MR-2013-2K

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: December 31, 2013** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITIES: All localities within Santa Barbara County. (REF: 20-X-1)

		· · ·	Emplo	<u>yer Paym</u>	ents		<u>Straigh</u>	<u>t-Time</u>	Ove	rtime Hou	rly Rate
	Basic	Health		Vacation				Total			Sunday/
•	Hourly	and		And				Hourly	Daily	-	Holiday
<u>Classification</u>	Rate	Welfare	Pension	Holiday	Training	Other	Hours	<u>Rate</u>	(1½X)	<u>(1½ X)</u>	<u>(2 X)</u>
											,
# Metal Roofing Systems Installer	\$33.00	\$8.72	\$9.31	\$3.92ª	\$0.72	\$4.165	8.0	\$59.835	\$76.335	\$76.335 ^b	\$92.835

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at

http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html. To obtain any apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html. To obtain any apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html. "Includes supplemental dues.

^b Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday. All other time is at the Sunday/Holiday rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

2J-11

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2013-1L

Issue Date: August 22, 2013

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Expiration date of determination: June 30, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

Localities: All localities within Siskiyou County. (REF: 23-31-1)

			Emplo	yer Paymer	nts		Straigh	t-Time		_Overtin	ne Hourly	Rate	
	Basic	Health		Vacation				Total					Sunday/
-	Hourly	and		And				Hourly	Da	ily	Satu	rday ^e	Holiday
<u>Classification</u>	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	(2 X)	(1½ X)	(2X)	(2 X)
# Metal Roofing System	ns Installer \$32.12	\$10.70 ^ª	\$8.85	\$4.10 [⊾]	\$0.68	\$2.44°	8.0	\$58.89	\$74.95 ^d	\$91.01	\$74.95 ^r	\$91.01	\$91.01 ^g

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <u>http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</u>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

^a Includes an amount for UBC Health & Safety Fund and National Apprenticeship Fund.

^b Includes an amount per hour worked for Work Fees. The vacation amount is \$2.45 per hour worked.

^c Includes amounts for Annuity Trust Fund, Industry Promotion, and Carpenter Employers Contract Administration.

^d For building construction, rate applies to the first 4 hours daily overtime. All heavy, highway and engineering construction overtime worked, Monday through Friday, rate applies to the first 4 hours daily overtime.

^e Saturdays in the same work week may be worked at straight-time if job is shut down during the normal work week due to inclement weather or major mechanical breakdown. ^f Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.

^g Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

2J-12

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2008-1M

Issue Date: August 22, 2008

Expiration date of determination: September 30, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Stanislaus County. (REF: 830-166-5)

			Employ	ver Paymer	ts ^a	_	<u>Straight</u>	- <u>Time</u>	Over	time Hour	ly Rate	
	Basic	Health		Vacation		•		Total			Sunday/	
	Hourly	And		And				Hourly	Daily	Saturday	Holiday	
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½X)	(1½ X)	(2 X)	
# Metal Roofing Systems Installer	\$32.84 ^b	\$7.43	\$7.22	C	\$0.45	\$0.10	8.0	\$48.04	\$64.46 ^d	\$64.46 ^d	\$80.88	

Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at

http://www.dir.ca.gov/das/das.html.

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^a The credit for employer payments do not have to be computed on an annualized basis where the employer seeks credit for employer payments that are higher for public works projects than private construction performed by the same employer. The director determined that annualization would not serve the purpose of this chapter pursuant to California Labor Code Section 1773.1(d)(4).

^b Includes amount for Vacation/Holiday and Dues Check Off.

^c Included in straight-time hourly rate.

^d Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only; All other time is paid at the Sunday and Holiday overtime hourly rate.

* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2J-13

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2010-1N

Issue Date: February 22, 2010

Expiration date of determination: August 31, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Tulare County. (REF: 232-27-1)

				Employer Payments				<u>Straight</u>	<u>-Time</u>	<u>Overti</u>	ime Hourly	Rate		
			Basic	Health		Vacation				Total			Sunday/	
		•.	Hourly	And		And				Hourly	Daily	Saturday	Holiday	
Classification			Rate	Welfare	Pension	Holiday	Training	_Other	Hours	Rate	_(1½ X)	(1½ X)	(2 X)	
# Metal Roofing Syster	ns Installe	r	\$27.65ª	\$3.75	\$4.15	b ~	\$0.15		8.0	\$35.70	\$49.52	\$49 . 52	\$63.35	

Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at

http://www.dir.ca.gov/das/das.html.

^a Includes amount for Vacation/Holiday and Dues Check Off.

^b Included in Straight-Time hourly rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2J-14

METAL ROOFING SYSTEMS INSTALLER

Determination: C-MR-2008-10

Issue Date: August 22, 2008

Expiration date of determination: September 30, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Ventura County. (REF: 830-166-6)

			Employ	er Paymer	nts		<u>Straight</u>	-Time	Over	time Hour	ly Rate	
	Basic	Health		Vacation				Total		•	Sunday/	
	Hourly	And		And				Hourly	Daily	Saturday	Holiday	
<u>Classification</u>	Rate	Welfare	Pension	<u>Holiday</u>	<u>Training</u>	Other	Hours	Rate	(1½X)	(1½X)	<u>(2 X)</u>	
# Metal Roofing Systems Installer	\$30.29ª	\$6.60	\$5.75⁵	c	\$0.80	\$0.54	8.0	\$43.98	\$59.13 ^d	\$59.13 ^d	\$74.27°	

Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

^a Includes amount withheld for Dues Check Off.

^b Includes an amount per hour for COLA Fund.

^cIncluded in straight-time hourly rate.

^d Rate applies to the first 4 overtime hours Monday through Friday and the first 8 hours on Saturday & Sunday. All other overtime is paid at the Double time and Holiday rate. ^e Rate applies after 4 overtime hours Monday through Friday, after 8 hours Saturday and Sunday and all hours worked on Holidays.

* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2J-15

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-X-265-2011-1

Issue Date: August 22, 2011

Expiration date of determination: July 31, 2012* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Alameda, Contra Costa, Marin, Napa, Solano and Sonoma Counties.

	Basic	~			t <u>s</u>		<u>Straight</u>			<u>me Hourly</u>	ACINE	
	Dubit	Health		Vacation		. •	•	Total			Sunday/	
ŀ	Iourly	and		And				Hourly	Daily	Saturday	Holiday	
Classification	Rate	Welfare	Pension	Holiday	Training_	Other	Hours	Rate	(1½ X)	(1½X)	(2 X)	·······
Ready Mix Driver	\$25.65	\$8.41	\$5.75	\$2.25	-	-	8.0	\$42.06	\$54.89	\$54.89	\$67.71	

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2K-1

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-830-261-5-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Alpine, Amador, Calaveras, San Joaquin and Tuolumne Counties

Classification	Basic Hourly Rate	Health And Welfare	Vacation And				<u>Straight</u> Hours	- <u>Time</u> Total Hourly Rate	Overtime F Daily (1½ X)	Iourly Rate Sunday/ Holiday (1½ X)
Driver: Mixer Truck	\$20.10	\$3.09ª	-	\$1.005 ^b	-	-	8.0	\$24.195 ·	\$34 . 245°	\$34.245

^a The contribution applies to all hours until \$535.26 is paid for the month.

^b \$1.39 after 3 years of service

\$1.78 after 10 years of service

99

\$2.16 after 20 years of service

^cRate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2K-2

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-150-53-2009-2

Issue Date: August 22, 2009

Expiration date of determination: June 30, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Butte, Colusa, El Dorado, Placer, Sacramento, Sutter, Yolo and Yuba Counties.

					Employ	er Paymer	its	_	<u>Straight</u>	-Time_	Over	time Hourl	<u>y Rate</u>	
	•		Basic	Health		Vacation			-	Total			Sunday/	
			Hourly	And		And				Hourly	Daily	Saturday	Holiday	
Classification		· · · · · · · · · · · · · · · · · · ·	Rate	Welfare	Pension	<u>Holiday</u>	<u>Training</u>	<u>Other</u>	_Hours	Rate	(1½ X)	(1½ X)	<u>(2 X)</u>	
Driver: Mixer Truck			\$26.50	\$6.89ª	\$8.97 ^b	c	-	-	8.0	\$42.36	\$55.61	\$55.61	\$68.86	

Health and Welfare is applicable for workers who have worked at least eighty (80) hours in the previous calendar month. Contribution applies to all work until \$1195 is paid for the month.

An amount (\$4.66) shall be paid for all hours worked up to 173 hours per month.

\$0.92 after 30 days of service with the employer

\$1.43 after 1 year of service with the employer

\$1.94 after 2 years of service with the employer

\$2.45 after 5 years of service with the employer

\$2.96 after 15 years of service with the employer

\$3.47 after 25 years of service with the employer

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLRS/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2K-3

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-624-17-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Del Norte, Humboldt and Mendocino Counties.

		<u> </u>	Employ	<u>er Paymen</u>	ts	_	<u>Straigh</u>	<u>t-Time</u>	Overtime I	Iourly Rate
	Basic	Health		, Vacation				Total		Sunday/
	Hourly	And		And				Hourly	Daily	Holiday
Classification	Rate	Welfare	Pension	Holiday	<u>Training</u>	Other	Hours	Rate	(1½X)	(1½ X)
Driver: Mixer Truck	\$22.50	\$4.81 *	\$5.60	\$2.00	-	-	8.0	\$34.91	\$46.16 ^b	\$46.16

^a The contribution applies to all hours until \$833.00 is paid for the month.

^bRate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2K-4

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-830-261-4-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from expiration date, if no subsequent determination is issued.

Localities: All localities within Fresno, Madera, Mariposa, Merced and Stanislaus Counties.

•			Employ	ver Paymen	ts		<u>Straigh</u>	t-Time	Overtime I	Iourly Rate
	Basic Hourly	Health And		Vacation And				Total Hourly	Daily	Sunday/ Holiday
<u>Classification</u>	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	(1½ X)
Driver: Mixer Truck	\$18.50	\$5.44ª	-	\$0.71 ^b		- -	8.0	\$24.65	\$33.90° .	\$33.90

The contribution applies to all hours until \$943.38 is paid for the month.

\$1.42 after 1 year of service for the employer

\$1.78 after 5 years of service for the employer

\$2.13 after 15 years of service for the employer

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2K-5

39

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CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-830-261-2-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama, and Trinity Counties.

			Employ	<u>er Paymen</u>	ts		<u>Straight</u>	-Time	Overtime 1	Hourly Rate
Classification	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Hours	Total Hourly Rate	Daily (1½ X)	Sunday/ Holiday (1½ X)
		wonare	1 01131011		_ manning_		110015		$(1/2 \Lambda)$	
Driver: Mixer Truck	\$14.80	\$3.46ª	-	\$0.68 ^b	-	-	8.0	\$18.94	\$26.34°	\$26.34

^a The contribution applies to all hours until \$600 is paid for the month.

^b \$0.97 after 2 years of service

^cRate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2K-6

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-36-95-2010-1

Issue Date: February 22, 2010

Expiration date of determination: August 28, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Imperial and San Diego Counties.

				Employer Payments					-Time_	Overtime	Hourly Rate	_
		Basic	Health		Vacation				Total		Sunday/	
		Hourly	And		And				Hourly	Daily	Holiday	
Classification		Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½X)	(2 X)	
Mixer Driver	ì	\$25.05	\$4.75ª	\$3.10	\$1.25 ^b	-	- -	8.0	\$34.15	\$46.68°	\$59.20	

^aThe contribution applies to all hours until \$823,00 is paid for the month.

^b \$1.73 after one year of service

\$2.22 after 7 years of service.

\$2.70 after 14 years of service.

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly. All work in excess of 12 hours daily shall be paid the Sunday/Holiday (2X) rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2K-7

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-830-261-12-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Inyo, Mono and San Bernardino Counties.

			Employ	er Paymen	ts	_	<u>Straigh</u>	<u>t-Time</u>	<u>Overtime H</u>	Iourly Rate
	Basic	Health		Vacation				Total		Sunday/
	Hourly	And		And				Hourly	Daily	Holiday
<u>Classification</u>	Rate	Welfare	Pension	<u>Holiday</u>	Training	<u>Other</u>	Hours	Rate	<u>(1½ X)</u>	<u>(1½ X)</u>
Driver: Mixer Truck	\$19.05	\$6.66	\$1.71	\$1.17 ^b	_ '	- `	8.0	\$28.59	\$38.115°	\$38.115

⁸ The contribution applies to all hours until \$1155.24 is paid for the month.

^b \$1.54 after 7 years of service

\$1.91 after 14 years of service

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2K-8

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-87-119-2011-1

Issue Date: February 22, 2011

Expiration date of determination: January 15, 2012* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Kern, Kings and Tulare Counties.

•			Employ	er Paymen	ts		Straight	-Time	Over	time Hourly	<u>Rate</u>
	Basic	Health		Vacation				Total		Saturday/	
	 Hourly	And	,	And				Hourly	Daily	Holiday	Sunday
Classification	 Rate	Welfare	Pension	Holiday	Training	Other	Hours_	Rate	(1½ X)	(1½X)	(2 X)
				·							
Driver: Mixer Truck	\$20.11	\$4.89 ^ª	\$3.05	\$0.70 ^b	-	-	8.0	\$28.75	\$38.11°	\$38.11°	\$48.16

The contribution applies to all hours until \$847.50 is paid for the month.

^b Applies to workers who have been on payroll for thirty (30) days. After 1 year of employment, Vacation and Holiday increases to \$1.08. After 2 years of employment, Vacation and Holiday increases to \$1.47. After 8 years of employment, Vacation and Holiday increases to \$1.86.

Overtime is paid at two times (2x) the basic hourly rate for work performed in excess of twelve (12) hours in any work day.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2K-9

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-624-18-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from expiration date, if no subsequent determination is issued.

Localities: All localities within Lake County.

	Basic Hourly	Health And	Employ	er Paymen Vacation And	<u>ts</u>	-	<u>Straight</u>	<u>-Time</u> Total Hourly	Overtime F Daily/ Holiday ^b	<u>Iourly Rate</u> Sunday	
Classification	Rate	Welfare	Pension	Holiday	<u>Training</u>	Other	Hours	Rate	_(1½ X)	(2X)	
Driver: Mixer Truck	\$20.60	\$4.81	\$6.00	\$2.00	- .	. .	8.0	\$33.41	\$43.71	\$54.01	·

^a The contribution applies to all hours until \$833.00 is paid for the month.

^b Rate applies to work in excess of eight (8) hours daily, forty (40) hours weekly and all hours worked on holidays.

* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2K-10

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-X-258-2009-2

Issue Date: August 22, 2009

Expiration date of determination: June 30, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Los Angeles, Orange and Ventura Counties.

•	-*	,		Employ	er Paymen	ts	_	Straight	-Time	Overti	me Hourly	Rate	
		Basic	Health		Vacation				Total		Saturday/		
•		Hourly	And		And				Hourly	Daily	Holiday	Sunday ^e	
<u>Classification</u>		Rate	Welfare	Pension	<u>Holiday</u>	Training	Other	Hours	Rate	<u>(1½ X)</u>	(1½ X)	(2 X)	
Ready Mix Driver ^a		\$21.25	\$4.60 ^b	\$3.44	\$0.41°	-	-	8.0	\$29.70	\$40.33	\$40.33	\$50.95	

^a New hires will be subject to employment at hourly rates that are four dollars (\$4.00) less, three dollars (\$3.00) less, two dollars (\$2.00) less, and one dollar (\$1.00) less than the straight time hourly rate for time periods of twelve (12) months each until they reach the Journeyman basic hourly rate.

^b The contribution applies to all hours until \$796.50 is paid for the month.

^c \$0.98 after 4 months of service

\$1.39 after 1 year of service

708

\$1.80 after 7 years of service

\$2.21 after 14 years of service

^d Includes \$0.57 for Holidays after four (4) months, which would be deducted from the Vacation/Holiday rate if you choose to adopt the paid days off enumerated in the Holiday Provisions.

^e Emergency work and breakdown on Sundays shall be paid at time and one-half (1/2x) the straight time rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-830-261-3-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Monterey, San Benito, San Francisco, San Mateo, Santa Clara, and Santa Cruz Counties.

· ·			Employ	er Paymen	its		<u>Straigh</u>	t-Time	Overtime	<u>Hourly Rate</u>
Classification	Basic Hourly Rate	Health And Welfare	Pension	Vacation And Holiday	Training	Other	Hours	Total Hourly Rate	Daily (1½ X)	Sunday/ Holiday (1½ X)
		Wenne	1 61131011	<u>Honday</u>	Training	<u> </u>		Rate		
Driver: Mixer Truck	\$21.50	\$9.64	\$1.72ª	\$0.99 ^b	-	· -	8.0	\$33.85	\$45.46°	\$45.46

^a This amount is factored at the applicable overtime rate.

^b \$1.41 after 2 years of service

709

\$1.82 after 10 years of service

\$2.23 after 20 years of service

^cRate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2K-12

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-830-261-1-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Nevada and Sierra Counties.

			Employ	er Paymen	ts		<u>Straight</u>	<u>-Time</u>	Overtime H	<u>Iourly Rate</u>
	Basic	Health		Vacation				Total		Sunday/
	Hourly	And		And				Hourly	Daily	Holiday
Classification	Rate	Welfare	Pension	<u>Holiday^b</u>	Training	Other	Hours	Rate	$(1\frac{1}{2}X)^{c}$	(1½ X)
Driver: Mixer Truck	\$19.25 !	\$2.96	-	\$0.22	-	-	8.0	\$22.43	\$32.06	\$32.06

^a The contribution applies to all hours until \$513.04 is paid for the month.

^b \$0.59 after 2 years of service

\$0.96 after 5 years of service

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

*There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2K-13

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-830-261-11-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Riverside County.

			Employ	er Paymen	ts		<u>Straight</u>	<u>-Time</u>	Overtime F	Iourly Rate
	Basic Hourly	Health And		Vacation And				Total Hourly	Daily	Sunday/ Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	<u>Rate</u>	<u>(1½ X)</u>	(1½ X)
		· ·								
Driver: Mixer Truck	\$15.00	\$6.33ª	\$1.80	\$1.04 ^b	-	- '	8.0	\$24.17	\$31.67°	\$31.67
· · · · ·										

^a The contribution applies to all hours until \$1097.30 is paid for the month.

^b \$1.33 after 4 years of service

\$1.61 after 14 years of service

\$1.90 after 24 years of service

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2K-14

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-830-261-6-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within San Luis Obispo County.

	Basic Hourly	Health And	Employ	er Paymen Vacation And	ts	_	<u>Straight</u>	<u>-Time</u> Total Hourly	<u>Overtime H</u>	ourly Rate Sunday/ Holiday
Classification	Rate	Welfare	Pension_	Holiday_	Training	Other	Hours	Rate	(1½ X)	(1½ X)
Driver: Mixer Truck	\$1 9.14	\$3.04ª	\$3.42	\$1.03 ^b	\$0.64	-	8.0	\$27.27	\$36.84°	\$36.84

^a The contribution applies to all hours until \$526.19 is paid for the month.

^b \$1.40 after 2 years of service,

\$1.70 after 10 years of service.

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2K-15

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-MT-261-186-15-2010-1

Issue Date: February 22, 2010

Expiration date of determination: March 27, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Santa Barbara County.

			Employ	<u>er Paymen</u>	ts	_	<u>Straight</u>	<u>-Time</u>	Overtime I	Hourly Rate
	Basic	Health		Vacation				Total		Sunday/ .
	Hourly	And		And				Hourly	Daily	Holiday
Classification	Rate	Welfare	Pension	<u>Holiday</u> d	<u>Training</u>	Other	Hours	Rate	(1½ X)e	(2 X)
								· •		
Mixer Driver	\$21.15 ×	\$4.91 ^b	\$3.44	\$0.41°	-	-	8.0	\$29.91	\$40.485	\$51.06

*Includes an amount (\$0.03) for supplemental dues check off.

^bThe contribution applies to all hours until \$850.00 is paid for the month.

^c \$1.06 after 1 month of service

\$1.46 after 1 year of service

\$1.87 after 7 years of service

\$2.28 after 16 years of service.

^d Includes, after one month, \$0.65 for Holidays, which can be deducted from the Vacation/Holiday rate if you choose to adopt the paid days off enumerated in the Holiday Provisions. •Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly. All work in excess of twelve (12) hours daily shall be paid the Sunday/Holiday (2X) rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/IDLSR/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at <u>http://www.dir.ca.gov/IDLRS/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2K-16

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-DT-830-261-7-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from expiration date, if no subsequent determination is issued.

Localities: All localities within Alameda, Contra Costa, Del Norte, Humboldt, Lassen, Modoc, San Francisco, San Mateo, Santa Clara, Shasta, Siskiyou and Trinity Counties.

			Employ	ver Paymen	ts		<u>Straigh</u>		Overtime I	Hourly Rate	_
	Basic Hourly	Health And		Vacation And				Total Hourly	Daily	Sunday/ Holiday	
Classification	Rate	Welfare	Pension	<u>Holiday</u>	Training	Other	Hours	Rate	(1½ X)	(1½ X)	-
Driver: Dump Truck	\$22.50	a	-	\$0.43 ^b	-	-	8.0	\$22.93	\$34.18°	\$34.18	

^a Health and Welfare will increase from \$0.00 to \$1.16 after 90 days of service, which will be seen as an increase to the Total Hourly Rate as well.

\$0.78 after 90 days of service with the employer

\$1.21 after 5 years of service with the employer

\$1.65 after 10 years of service with the employer

^cRate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2L-1

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-DT-830-261-5-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Alpine, Amador, Calaveras, El Dorado, Fresno, Kings, Madera, Mariposa, Merced, Nevada, Placer, Sacramento, San Joaquin, Sierra, Stanislaus, Sutter, Tulare, Tuolumne and Yuba Counties.

		<u>. </u>	Employ	er Paymen	ts	_	<u>Straight</u>	-Time	<u>Overtime I</u>	<u>Hourly Rate</u>
	Basic Hourly	Health And	1	Vacation And				Total Hourly	Daily	Sunday/ Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	(1½ X)
	•				•					
Driver: Dump Truck	\$17.00	\$3.09ª	-	\$0.85 ^b	-		8.0	\$20.94	\$29.44°	\$29.44

^a The contribution applies to all hours until \$535.26 is paid for the month.

^b\$1.18 after 3 years of service

\$1.50 after 10 years of service

\$1.83 after 20 years of service

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2L-2

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-DT-830-261-8-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Butte, Colusa, Glenn, Lake, Mendocino, Plumas and Tehama Counties.

	,		Employ	ver Paymen	ts		<u>Straight</u>	-Time_	Overtime 1	Hourly Rate
	Basic Hourly	Health And		Vacation And				Total Hourly	Daily	Sunday/ Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	(1½ X)
	t .	•								
Driver: Dump Truck	\$21.00	\$2.81ª	-	\$0.10 ^b	-	-	8.0	\$23.91	\$34.41°	\$34.41

The contribution applies to hours until \$487.07 is paid for the month.

^b \$0.20 after 1 year of service,

\$0.50 after 2 years of service,

Add \$0.10 for every additional year of service to a maximum of \$1.50 per hour for over 13 years of service.

[°]Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2L-3

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-DT-830-261-10-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino and San Diego Counties.

			Employ	ver Paymen	ts	_	Straigh	t-Time	Overtime	Hourly Rate
	Basic	Health	•	Vacation				Total		Sunday/
	Hourly	And		And				Hourly	Daily	Holiday
<u>Classification</u>	<u>Rate</u>	Welfare	Pension	<u>Holiday</u>	Training	Other	<u>Hours</u>	Rate	<u>(1½ X)</u> °	(1½ X)
Driver: Dump Truck	\$17.00	\$2.05	\$0.085	\$0.33	-	-	8.0	\$19.465	\$27.965	\$27.965

^a The contribution applies to all work up to \$355.00 per month.

^b \$0.65 after 2 years of service

\$0.98 after 5 years of service

\$1.31 after 9 years of service

^cRate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

*There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2L-4

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-DT-830-261-6-2009-1

Issue Date: February 22, 2009.

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within Kern, Monterey, San Luis Obispo, Santa Barbara, and Ventura Counties.

			Employ	er Paymen	ts	_	<u>Straigh</u>	t-Time	Overtime	Hourly Rate
	Basic	Health		Vacation				Total		Sunday/
	Hourly	And		And				Hourly	Daily	Holiday
Classification	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½ X)	(1½X)
					···.					
Driver: Dump Truck	\$16.76	\$3.04 ^ª	\$2.75	\$0.90 ^b	\$0.64		8.0	\$24.09	\$32.47°	\$32.47

^a The contribution applies to all hours until \$526.19 is paid for the month.

^b \$1.22 after 2 years of service,

\$1.55 after 10 years of service.

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2L-5

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

Determination: C-DT-830-261-9-2009-1

Issue Date: February 22, 2009

Expiration date of determination: March 3, 2010* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities: All localities within San Benito and Santa Cruz Counties.

	-		Employ	er Paymen	ts	_	<u>Straight</u>		Overtime H	Hourly Rate	
	Basic Hourly	Health And		Vacation And				Total Hourly	Daily ^b	Sunday/ Holiday	
<u>Classification</u>	Rate	Welfare	Pension	Holiday	Training	Other	Hours	Rate	(1½X)	(1½ X)	
Driver: Dump Truck	\$16.25	\$9.64	\$5.20	\$0.56ª	\$0.70	\$0.48	8.0	\$32.83	\$40.955	\$40.955	•

^a \$0.875 after 1 year of service

\$1.19 after 7 years of service

\$1.50 after 19 years of service

^b Overtime rate applies to all work exceeding eight (8) hours daily and forty (40) hours weekly.

* There is no predetermined increase applicable to this determination.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence requirements for the current determinations on the Internet at http://www.dir.ca.gov/DLRS/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

2L-6

Attachment 2

Prevailing Wage Determination

Northern California Rates

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # ASBESTOS WORKER, HEAT AND FROST INSULATOR

DETERMINATION: NC-3-16-1-2013-2

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: July 31, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

		·		Employer Payr				at-Time	Overtime Ho	urlv Rate
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	1-1/2X	- 2X
AREA 1 Mechanic	*\$ 57.15	\$10.23	\$7.61 ^b	C	\$0.75	^d \$0.23	8	\$75.97	° \$104.545	^f \$133.12
AREA 2 Mechanic	ª\$44.05	\$10.23	\$7.61 ^b	C	\$0.75	^d \$0.23	8	\$62.87	* \$84.90	^f \$106.92

AREA 1 – Alameda, Contra Costa, Marin, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma. AREA 2 – Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Nevada, Placer, Plumas, Sacramento, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba.

DETERMINATION: NC-3-16-3-2013-2

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: April 30, 2014* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: Mono and all Northern California Counties

Hazardous Material Handler Mechanic	⁸ 31.13	5.81	1.25	c	-	^h 0.13	8	38.32	ⁱ 53.885	^j 69.45
Hazardous Material Handler Worker ^k	· ^{\$} 21.91	5.81	-	-	-	¹ 0.11	8	27.83	ⁱ 38.785	^j 49.74

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <a href="http://www.dir.ca.gov/OPRL/PWAppWage/PWage/PWAppWage/PWAp

Includes amount withheld for dues check off and for vacation.

^b After 5 years of service in the industry, there will be a \$0.90 re-allocation from Basic Hourly Rate to Pension. After 15 years of service, there will be a \$1.00 re-allocation (\$1.90 total) from Basic Hourly Rate to Pension. After 20 years of service, there will be a \$3.50 re-allocation (\$6.40) from Basic Hourly Rate to Pension. Overtime rates will be a affected.

^c Included in straight time-hourly rate.

^d \$0.02 per hour worked for vacation/holiday administration; \$0.12 per hour worked for occupational health and research; \$0.08 per hour worked for Industry Promotion; \$0.01 per hour worked for Preservation Trust.

e 1 1/2 times the basic straight-time hourly rate for the first 2 hours of overtime, Monday through Friday and for the first 10 hours on Saturdays. All other overtime is paid at the double time rate.

^f\$190.27 (Area 1) and \$150.97 (Area 2) per hour for work on Labor Day.

² Includes amount withheld for dues check off.

^b Includes amount for vacation/holiday administration and industry promotion.

Rate applies to the first 4 overtime hours in any workday or 40 hours in a workweek, and for the first 8 hours worked on the 7th consecutive day of work in a workweek.

³Rate applies to work on any recognized holiday, all hours worked in excess of 12 hours in any workday, and for all hours worked in excess of 8 hours on the 7th consecutive day

of work in a workweek.

^k A maximum of fourteen (14) Hazardous Material Handler Workers is allowed for each Hazardous Material Handler Mechanic.

Includes amount for industry promotion.

NOTE: Asbestos Removal Workers must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations, Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (510) 286-7362.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

³³ 58 **723**

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #CARPENTER AND RELATED TRADES

DETERMINATION: NC-23-31-1-2013-1 ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 30, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Gienn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plamas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			E	mplover Pays	ments		Straigh	t – Time	•	0	vertim <u>e H</u> ou	rly Rate	
CLASSIFICATION (Journeyperson)	Basic Hourly	Health and	Pension	Vacation/	Training	Other	Hours	Total Hourly	D	aily	Satu	ırday" 、	Sunday and
(Journeyperson)	Rate	Welfare		Holiday ^d		Payments ^e		Rate	I 1/2X ^f	2 X	1 1/2X ^g	2X	Holiday ⁱ
^b Area 1 Carpenter Hardwood Floorlayer, Power Saw	\$39.35	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$66.12	\$85.80	\$105.47	\$85.80	\$105.47	\$105.47
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$39.50	\$ 10.70	\$8.85	\$4.10	\$0.68	\$ 2.44	8	\$66,27	\$86.02	\$105.77	\$86.02	\$105.77	\$105.77
Area 2 Carpenter Hardwood Floorlayer, Power Saw	\$33.47	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$60.24	\$76.98	\$93.71	\$76.98	\$93.71	\$93.710
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$33.62	\$10,70	\$8.85	\$4.10	\$0.68	\$2.44	g -	\$60.39	\$77.20	\$94.01	\$77.20	\$94.01	\$94.01
^b Area 3 ¹ Carpenter Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel	\$33.47	\$10.70	\$8.85	\$4 .10	\$0.68	\$2.44	8	\$60.24	\$76.98	\$93.71	\$76.98	\$93.71 ·	\$93.71
Scaffold and Steel Shoring Erector	\$33.62	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$60.39	\$77.20 [.]	\$94.01	\$77.20	\$94.01	\$94.01
^b Area 4 ⁱ Carpenter Hardwood Floorlayer, Power Saw	\$32.12	S10 .70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$58.89	\$74.95	\$ 91.01	\$74.95	\$91.01	\$91.01
Operator, Saw Filer, Shingler, Steel	\$32.27	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8	\$59.04	\$75.18	\$91.31	\$75.18	\$91.31	\$91.31

DETERMINATION: NC-23-31-1-2013-1A

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 30, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonorna, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			E	mployer Payr	ments		Straigh	t – Time		·	Overtime Hou	rly Rate	
CLASSIFICATION (Journeyperson)	Basic Hourly	Health and	Pension	Vacation/ Holiday ^d	Training	Other Payments ^e	Hours	Total Hourly	D	aily	Sati	ırday"	Sunday and
	Rate	Welfare		,				Rate	1 1/2X ^f	2X	1-1/2X ^g	2X	Holiday
Bridge Builder/Highway Carpenter	\$39,35	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	8.0	\$66.12	\$85,80	\$105.47	\$85.80	\$105.47	\$105,47
												•	

Footnote and Millwright listed on page 34A

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34A)

34

⁵⁹ 724

DETERMINATION: NC-23-31-1-2013-1B

ISSUE DATE: Aûgust 22, 2013

EXPIRATION DATE OF DETERMINATION: June 30, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glena, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

CLASSIFICATION	Basic Health	Employer Pa Pension Vacation/		<u>Straight – Time</u> Hours Total	Daily	Overtime Hourly Rate	Sur day
(Journeyperson)	Hourly and	Holiday	Payments ^h	Hourly		Saturday"	Sunday and
	Rate Welfare			Rate	1 1/2X ^f 2X	I 1/2X ^s 2X	Holiday ⁱ
^b Area 1 Millwright	\$39.45 \$10.70	\$8.85 \$4.19	\$0.68 \$3.95	8 \$67.82	\$87.55 \$107.27	\$87.55 \$107.27	\$107.27
Area 2 Millwright	\$35.97 \$10.70	\$8.85 \$4.19	\$0.68 \$3.95	8 \$64.34	\$82.33 \$100.31	\$82.33 \$100.31	\$100.31
^b Area 3 ^j Millwright	\$35.97 \$10.70	\$8.85 \$4.19	\$0.68 \$ 3.95	8 \$64.34	\$82 .33 \$ 100.31	\$82.33 \$100.31	\$100.31
^b Area 4 ^j Millwright	\$34.62 \$10,70	\$8,85 \$4.19	\$0.68 \$3.95	8 \$62.99	\$80.30 \$97.61	\$80.30 \$97.61	\$97.61

DETERMINATION: NC-23-31-1-2013-1, NC-23-31-1-2013-1A and NC-23-31-1-2013-1B

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards website at http://www.dir.ca.gov/OPRL/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

Saturdays in the same work week may be worked at straight-time if job is shut down during the normal work week due to inclement weather or major mechanical breakdown.

^b AREA 1 - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

AREA 2 - Monterey, San Benito, and Santa Cruz Counties.

AREA 3 - El Dorado, Placer, Sacramento, San Joaquin and Yolo Counties.

AREA 4 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced,

Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.

⁶ Includes an amount for UBC Health & Safety Fund and National Apprenticeship fund.

^d Includes an amount per hour worked for Work Fees. The Vacation amount is \$2.45 per hour worked for Carpenter, \$2.35 per hour worked for Millwright.

Annuity Trust Fund, Industry Promotion, and Carpenter Employers Contract Administration.

^f For building construction, rate applies to the first 4 hours daily overtime. For all heavy, highway and engineering construction overtime worked, Monday through Friday,

rate applies to the first 4 hours daily overtime.

^g Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.

^h Millwright Annuity Trust Fund, Industry Promotion, and Work Preservation.

¹ Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision.

^j Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRI/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

34A

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #CARPENTER AND RELATED TRADES (SECOND SHIFT)*

DETERMINATION: NC-23-31-1-2013-1

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 30, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			E	mplover Pavr	ments		Straigh	t – Time	. '	0	vertime Ho	urly Rate ^a	-
CLASSIFICATION	Basic	Health and	Pension	Vacation/	Training	Other	Hours ^g	Total	Di	aily	Satu	urday ^b	Sunday
(Journeyperson)	Hourly Rate	welfare ^d		Holiday		Payments ^f		Hourly Rate	1 1/2X ^h	2X ·	1 1/2X ⁱ	2X	and Holiday ^k
^c Area 1 Carpenter Hardwood Floorlayer, Power Saw	\$41.97	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$68.74	\$85.80	\$105.47	\$85.80	\$105.47	\$105.47
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$42.13	\$10.70	\$8.85	\$4.10 ·	\$0.68	\$2.44	7.5	\$68.90	\$86.02	\$105.77	\$86.02	\$105.77	\$105.77
^e Area 2 Carpenter Hardwood Floorlayer, Power Saw	\$35.70	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$62.47	\$76.98	\$93.71	\$76.98	\$93.71	\$93.71
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$35.86	\$10.70	\$8,85	\$4.10	\$0.68	\$2.44	7.5	\$62.63	\$77.20	\$94.01	\$77.20	\$94.01	\$ 94.01
^e Area 3 ¹ Carpenter Hardwood Floorlayer, Power Saw	\$35.70	\$10.70	\$8.85	\$4.10	\$0.68	\$2,44	7.5	\$62.47	\$76.98	\$93.71	\$76,98	\$93.7 1	\$93.71
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$35.86	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$62.63	\$77.20	\$94.01	\$77_20	\$ 94.01	\$94 .01
^c Area 4 ⁱ Carpenter Hardwood Flooriayer, Power Saw	\$34.26	\$10.70	\$8.85	\$4.10	\$0.68	\$2,44	7.5	\$61.03	\$74.95	\$91.01	\$74.95	\$91.01	\$91.01
Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$34.42	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$61.19	\$75.18	\$91.31	\$75.18	\$91.31	\$91.31

DETERMINATION: NC-23-31-1-2013-1A

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 30, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			E	mplover Pav	ments		Straigh	t – <u>Time</u>		0	verti <u>me</u> Hos	urly Rate"	_
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hours ⁸	Total	Da	aily	Satu	nday ^b	Sunday
(Journeyperson)	Hourly	and		Holiday"		Payments ^f		Hourly					and
	Rate	Welfared						Rate	1 1/2X ^h	2X	1 1/2X'	2X	Holiday ^k
Bridge Builder/Highway Carpenter	\$41.9 7	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7.5	\$68.74 [~]	\$85.80	\$10 <u>5</u> .47	\$85.80	\$103.47	\$105.47

Continued on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)

34B

DETERMINATION: NC-23-31-1-2013-1B ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 30, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Gienn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolunne, Yolo, and Yuba Counties.

CLASSIFICATION (Journeyperson)	Basic Hourly	Health and	E Pension	mployer Pavi Vacation/	<u>ments</u> Training	Other	<u>Straight</u> Hours ^g	<u>t – Time _</u> Total Hourly	Da	•0 aily	<u>vertime Hou</u> Satu	rday ^b	- Sunday and
(Journeyperson)	Rate	Welfare ^d		Holiday		Payments		Rate	1 1/2X ^h	2X	1 1/2X ⁱ	2X	Holiday ^k
*Area 1 Millwright	\$42.08	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7.5	\$70.45	\$87.55	\$107.27	\$ 87.55	\$107.27	\$107.27
° Area 2 Millwright	\$38.37	\$10.70	\$8.85	\$4.19	\$0.68	\$3,95	7.5	\$66.74	\$82.33	\$100.31	\$82.33	\$100.31	\$100.31
*Area 3 ¹ Millwright	\$38.37	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7.5	\$66.74	\$82.33	\$100.31	\$82.33	\$100.31	\$100.31
⁶Area 4¹ Millwright	\$36.93	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7.5	\$65.30	\$80.30	\$ 97.61	\$80.30	\$ 97.61	\$97.61

DETERMINATION: NC-23-31-1-2013-1, NC-23-31-1-2013-1A and NC-23-31-1-2013-1B (FOR SECOND AND THIRD SHIFTS)

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain Standards' website at http://www.dir.ca.gov/OPRL/PWAppWageStart.asp. To obtain

* Does not apply to tenant improvement or renovation projects in occupied buildings with a total contract value of \$5 million or less.

^a The overtime rates for shift work are based on the non-shift overtime rates on page 34.

Saturdays in the same work week may be worked at straight-time if job is shut down during the normal work week due to inclement weather or major mechanical breakdown.

* AREA 1 - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

AREA 2 - Monterey, San Benito, and Santa Cruz Counties.

AREA 3 - El Dorado, Placer, Sacramento, San Joaquin and Yolo Counties.

AREA 4 - Alpine, Amador, Butte, Calaveras, Colusa, Del Noite, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.

^d Includes an amount for UBC Health & Safety Fund and National Apprenticeship fund.

* Includes an amount per hour worked for Work Fees. The Vacation amount is \$2.45 per hour worked for Carpenter, \$2.35 per hour worked for Millwright.

^f Annuity Trust Fund, Industry Promotion, and Carpenter Employers Contract Administration.

⁸ Daily overtime applies after 7 ½ hours worked at the straight-time rate for second shift and after 7 hours worked at the straight-time rate for third shift.

^b For building construction, rate applies to the first 2 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not to exceed a total of 4 hours in any 1 work day. For heavy, highway and engineering construction rate applies to the first 4 hours prior to the start of the regular or approved day, or the first 4 hours after the end of the approved or regular work day, not to exceed a total of 4 hours in any 1 work day

¹Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.

^j Millwright Annuity Trust Fund, Industry Promotion, and Work Preservation.

^k Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision.

¹Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.eov/OPRI/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

34C

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #CARPENTER AND RELATED TRADES (THIRD SHIFT)*

DETERMINATION: NC-23-31-1-2013-1 ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 30, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be

paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

EDUCALITY ALL LOCUMES WINN ALAMEDA, Alpine, Amator, Butte, Calaveras, Contra Costa, Del Norte, El Dorado, Fresno, Giena, Humboldt, Kings, Lake, Lassen, Madera, Marn, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

•				E	mployer Pav	ments		Straigh	t – Time		0	vertime Ho	urly Rate"	_ ·
CLASSIFICATION		Basic	Health	Pension	Vacation/	Training	Other	Hours ^g	Total	\mathbf{D}_{i}	aily	Sati	ırday ^b	Sunday
(Journeyperson)		Hourly Rate	and Welfare ^d		Holiday		Payments ^f		Hourly Rate	1 1/2X ^h	2X	1 1/2X ⁱ	2X	and Holiday ^k
	Saw	\$44.97	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$71.74	\$85.80	\$105.47	\$85.80	\$105.47	\$105.47
Operator, Saw Filer, Shingler, S Scaffold and Steel Shoring Erector	steel	\$45.14	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$71.91	\$86.02	\$105.77	\$86.02	\$105.77	\$105.77
	Saw	\$38.25	\$10.70	\$8.85	\$4 .10	\$0.68	\$2.44	7	\$65.02	\$76.98	\$93.71	\$76.98	\$93.71	\$93.71
Hardwood Floorlayer, Power Saw Operator, Saw Filer, Shingler, Steel Scaffold and Steel Shoring Erector	\$38.42	\$ 10.70	\$8.85	\$4 .10	\$0.68	\$2.44	7	\$65.19	\$77.20	\$94.01	\$77.20	\$94.01	\$94.01	
	Saw teel	\$38.25	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$65,02	\$76.98	\$93.71	\$76.98	-\$93.71	\$93.71
Scaffold and Steel Shoring Erector	1001	\$38.42	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$65.19	\$77.20	\$94.01	\$77.20	\$94.01	\$94.01
	aw	\$ 36.71	\$10.70	\$8.85	\$4.10	\$0,68	\$2.44	7	\$63.48	\$74.95	\$91.01	\$74.95	\$91.01	\$91.01
Operator, Saw Filer, Shingler, Steel	\$36.88	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$63.65	\$75.18	\$91.31	\$75.18	\$91.31	\$91.31	

Footnotes listed on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)

DETERMINATION: NC-23-31-1-2013-1A ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 30, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			E	mployer Payı	ments_		Straight	t – Time		0	vertime Hou	urly Rate	_
CLASSIFICATION	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	Da	ily	Satu	rday ^b	Sunday
(Journeyperson)	Hourly Rate	and Welfare ^d		Holiday		Payments ^f		Hourly Rate	1 1/2X ^h	2X .	1 1/2X ⁱ	2X	and Holiday ^k
Bridge Builder/Highway Carpenter	\$44.97	\$10.70	\$8.85	\$4.10	\$0.68	\$2.44	7	\$ 71.74	\$85.80	\$105.47	\$85.80	\$105.4 7	\$105.47

DETERMINATION: NC-23-31-1-2013-1B

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 30, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			E	mplover Pavi	ments		Straight	t – Time		0	vertime Hou	rlv Rate ^a	
CLASSIFICATION	Basic	Health and	Pension	Vacation/	Training	Other	Hours ^g	Total	Da	ily	Satu	rday ^b	Sunday
(Journeyperson)	Hourly Rate	Welfare ^d		Holiday		Payments ⁱ		Hourly Rate	1 1/2X ^h	2X	1 1/2X ⁴	2X	and Holiday ^k
°Area 1		· •											
Millwright	\$45.09	\$10.70 .	\$8.85	\$4.19	\$0.68	\$3.95	7	\$73.46	\$87.55	\$107.27	\$87.55	\$107.27	\$107.27
^c Area 2													
Millwright	\$ 41.11	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7	\$69.48	\$82.33	\$100.31	\$82.33	\$100.31	\$100.31
^c Area 3 ^l													
Millwright	\$41.11	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7	\$69.48	\$82.33	\$100.31	\$82,33	\$100.31	\$100.31
^e Area 4 ¹ Millwright	\$39.57	\$10.70	\$8.85	\$4.19	\$0.68	\$3.95	7	\$67.94	\$80,30	\$97.61	\$80.30	\$97.61	\$97.61
													1

Footnotes listed on page 34C

(Recognized Holidays and Subsistence Payment footnotes also listed on page 34C)

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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: MODULAR FURNITURE INSTALLER (CARPENTER)

DETERMINATION: NC-23-31-15-2013-1

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 30, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

	·		E	mployer Pay	ments		Strai	<u>ght-Time</u>	0	<u>vertime Hourly R</u> a	ate
Classification (Journeyperson)	Basic Hourly	Health and	Pension ^b	Vacation/ Holiday ^c	Training	Other Payments	Hours	Total Hourly	Daily	Saturday ^d	Sunday/ Holiday
	Rate	Welfare				•		Rate	1 1/2X	1 1/2X	2X
^a AREA 1								. •			
Master Installer	\$30.63	\$9.55	\$5.16	\$3.31	-	\$0.22	8	\$48.87	\$64.185	\$64.185	\$79.50
Lead Installer	26.41	9.55	5.16	3.31	-	0.22	8	44.65	57.855	57.855	71.06
Installer I	22.96	9.55	4.66	3.31	-	0.22	8	40.70	52.18	52.18	63.66
İnstaller II	19.53	9.55	4.66	3.31	-	0.22	8	37.27	47.035	47.035	56.80
^a AREA 2											
Master Installer	26.91	9.55	5.16	3.31	-	0.22	8	45.15	58.605	58.605	72.06
Lead Installer	23.28	9.55	5.16	3.31		0.22	8	41.52	53.16	53.16	64.80
Installer I	20.31	9.55	4.66	3.31		0.22	8	38.05	48.205	48.205	58.36
Installer II	17.36	9.55	4.66	3.31	-	0.22	8	35.10	43.78	43.78	52.46
^a AREA 3								-			
Master Installer	25.58	9.55	5.16	3.31	-	0.22	8	43.82	56.61	56.61	69.40
Lead Installer	22.16	9.55	5.16	3.31	· _	0.22	8	40.40	51.48	51.48	62.56
Installer I	19.36	9.55	4.66	3.31	-	0.22	8	37.10	46.78	46.78	56.46
Installer II	16.59	9.55	4.66	3.31	-	0.22	8	34.33	42.625	42.625	50.92

AREA 1 - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties.

AREA 2 - Monterey, San Benito, and Santa Cruz Counties.

AREA 3 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

^b Includes an amount for Annuity Trust Fund.

^c Includes an amount for Work Fee.

^a Rate applies for the first 10 hours only. All hours worked in excess of ten hours on Saturdays shall be paid at double time (2X).

RATIO: The ratio of employees shall be based on the increments of ten (10) employees. It is understood that the employee ratio shall apply on a company-wide basis. For every ten (10) employees, the employer shall employ one (1) Master Installer, three (3) Lead Installer, three (3) Installer I, and three (3) Installer II. For crew size of less than 10 employees, the employer shall employ a Master Installer, followed by a Lead Installer, then an Installer I, and lastly an Installer II. For crew size of over 10 employees, please contact the Office of the Director – Research Unit at 415-703-4774.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #DRYWALL INSTALLER/LATHER (CARPENTER)

JETERMINATION: NC-31-X-16-2013-2 ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 30, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

				Employer Pavn	nents		<u>Straig</u>	ht-Time_	Ove	ertime Hourl	v Rate
CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare®	Pension	Vacation/ Holiday ^f	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday 1 1/2X	Sunday and Holiday
* Area 1											•
Drywall Installer/		•						· .			
Lather	\$39.35	\$10.70	⁸ \$11.60	\$4.10 -	\$0.62	\$0.53	8	\$66.90	^b \$86.58	^h \$86.58	\$106.25
Stocker, Scrapper ⁱ	19.68	10.55	₹5.25	4.10	-	-	8	39.58	^h 49.420	[⊾] 49.420	59.26
Stocker, Scrapper	19.68	10.55	1.00	4.10	· -	-	8	35.33	^h 45.170	^b 45.170	55.01
^b Area 2	·										
Drywall Installer/	*							• •			
Lather	33.47	10.70	^g 11.60	4.10	0.62	0.53	8	61.02	^h 77.755	^h 77.755	94.49
Stocker, Scrapper ⁱ	16:74	10.55	\$5.25	4.10	0.02	-	8	36.64	^b 45.010	^b 45.010	53.38
	16.74	10.55	1.00	4.10	-	-	8	32.39	^h 40.760	^h 40.760	
Stocker, Scrapper	10.74	10.55	1.00	4.10	-		0	54.57	40.700	40.700	49.13
^e Area 3						•	•		•		
Drywall Installer/											
Lather	33.97	10.70	⁸ 11.60	4,10	0.62	0.53	8	61.52	^h 78.505	^h 78.505	95.49
Stocker, Scrapper	16.99	10.55	[₽] 5.25	4.10	-	-	8	36.89	^h 45.385	^h 45.385	53.88
Stocker, Scrapper	16.99	10.55	1.00	4.10	-	-	8	32.64	^h 41.135	^h 41.135	49.63
d											
^d Area 4	-					•					
)rywall Installer/	AA (A							< n 1 -	. here 100	here was	
Lather	32.62	10.70	^g 11.60	4.10	0.62	0.53	8	60.17	^b 76.480	^h 76.480	92.79
Stocker, Scrapper	16.31	10.55	⁸ 5.25	4.10	-	-	8	36.21	¹ 44.365	^h 44.365	52.52
Stocker, Scrapper	16.31	10.55	1.00	4.10			8	31.96	^ь 40.115	^h 40.115	48.27
							•				

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To

obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

^a Area 1 - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma counties.

^b Area 2 - Monterey, San Benito, and Santa Cruz Counties. ^c Area 3 - El Dorado^j, Placer^j, Sacramento, San Joaquin, and Yolo Counties.

^d Area 4 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado^j, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba Counties.

* Includes an amount for UBC health and safety fund for Drywall Installer/Lather only.

^f Includes an amount for Work Fees

^g Includes an amount for Annuity Trust Fund.

^h Rate applies to the first 4 overtime hours Monday through Friday and the first 8 hours on Saturday. All other time is paid at the Sunday and Holiday overtime rate. Saturdays may be worked at straight time if job is shut down during Monday through Friday due to inclement weather or major mechanical breakdown. ⁱ Employed by the same contractor for 2000 hours (consecutively or cumulatively).

^j Area 3 includes the portion of Placer County west of and including Highway 49 and the portion of El Dorado County west of and including Highway 49 and the territory inside the city limits of Placerville. Area 4 includes the portions of Placer and El Dorado Counties not covered in Area 3.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective

bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the

Virector - Research Unit at (415) 703-4774.

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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # PILE DRIVER (CARPENTER)

DETERMINATION: NC-23-31-11-2013-1

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 30, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

· · · · ·		·	E		<u>Straigh</u>	t-Time	Over	time Hourly	Rate		
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly	Daily	Saturday	Sunday and
	Rate	Welfare						Rate	1 1/2X .	1 1/2X	Holiday
Pile Driver, Wharf, and Dock Builder	\$38.60 ^g	^a 10.70	^b 13.05	°5.30	0.73	0.15	8	68.53	^d 87.830	^d 87.830	107.13
Diver (wet) up to							_		d	d	
50 ft depth ^{e, f}	86.92	^a 10.70	^b 13.05	°5.30	0.73	0.15	8	116.85	ª160.31	°160.31	203.77
Diver's Tender °	42.46	°10.70	^b 13.05	°5.30	0.73	0.15	8	72.39	^d 93.62	^d 93.62	114.85
Assistant Tender	38.60	^a 10.70	^b 13.05	°5.30	0.73	0.15	8	68.53	^d 87.83	^d 87.83	107.13
Diver (stand-by)	43.46	ª10.70	^ь 13.05	°5.30	0.73	0.15	8	73.39	^d 95.12	^d 95.12	116.85

FOR "PILE DRIVER-BRIDGE BUILDER" - SEE NORTHERN CALIFORNIA CARPENTER PAGE 34.

PLEASE NOTE: To obtain wage rate information for Saturation Diver, Manned Submersible, Manifold Operator/Life Support Technician, Remote Controlled/Operated Vehicle (RCV/ROV) Pilot/Technician, Navigator Surveyor, Bell Winch Operator & Diving Equipment Technician, please contact the Office of the Director - Research Unit at (415) 703-4774.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

^a Includes UBC Health & Safety Fund.

^b Includes an amount per hour for Annuity Trust Fund. Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

^c Includes an amount per hour for work fees.

^d Rate applies to the first 2 daily overtime hours and the first 8 hours worked on Saturdays. All other time is paid at the Sunday/Holiday overtime rate.

^e Shall receive a minimum of 8 hours pay for any day or part thereof.

^f For specific rates over 50 ft depth, contact the Office of the Director – Research Unit.

^g On bridges, powerhouses and dams, men working from bosun's chairs or swinging scaffolds or suspended from rope, cable, safety belts, or any device used as a substitute for or in lieu thereof (excluding piledriving rigs) shall receive \$0.15 per hour above this rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #ELEVATOR CONSTRUCTOR

DETERMINATION: NC-62-X-1-2012-1

ISSUE DATE: February 22, 2012

EXPIRATION DATE OF DETERMINATION: July 8, 2012* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties. Portions^a of Kern, San Bernardino and San Luis Obispo are detailed below.

	3			Employer	Payments		Straig	ht-	<u> Time</u>	<u>Overtin</u>	<u>me Hourly</u>	Rate
Classification (Journeyperson)	7	Basic Hourly	Health and	Pension ^e	Vacation/ Holiday	0	Other Ho Payments	urs	Total Hourly	Daily	Saturday	Sunday and
		Rate	Welfare				i uj mono		Rate	1 1/2X ^d	1 1/2X ^d	Holiday
Mechanic Mechanic (Employe		\$57.29	11.025	11.96	3.44	0.55	0.30	8	84.565	113.210	113.210	141.855 ^b
industry more that		57.29	11.025	11.96	4.58	0.55	0.30	8	85.705	114.350	114.350	142.995 [⊾]
Helper [°] Helper (Employed i	n	40.10	11.025	11.96	2.41	0.55	0.30	8	66.345	86.395	86.395	106.445 ^b
industry more that		40.10	11.025	11.96	3.21	0.55	0.30	8	67.145	87.195	87.195	107.245 ^b

#Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <u>http://www.dir.ca.gov/das/html</u>.

^a Applies to that portion of these counties north of the Tehachapi Line. For more information contact the Division of Labor Statistics and Research.

^b For paid holidays recognized in the collective bargaining agreement employees are paid for 8 hours at straight time in addition to the Holiday rate for all hours worked.

^c Ratio: The total number of Helpers employed shall not exceed the number of Mechanics on any one job. For more information on the use of Helpers contact the Division of Labor Statistics and Research.

^d For Contract Service work only. All other overtime is paid at the Sunday/Holiday rate.

^e Includes an amount for Annuity Trust Fund.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.

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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # OPERATING ENGINEER (HEAVY AND HIGHWAY WORK)

DETERMINATION: NC-23-63-1-2013-2

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

				Employer Payments				3	<u>Straight-Tim</u>	<u>1e</u>		Overtime	Hourly Rate	
Classification (Journeyperson)	Basic Hourly Rate		Health and Weifare	Pension	Vacation and Holiday ^e	Training	Other Payments	Hours ^f	Ho	otal urly ate	Satu	ily/ rday ^d /2X	Hol	ay and iday X
Classification Group ^a		410	vvolulo		Tionaay					10		2/1		
	Area 1 ^b	Area 2 [□]							Area 1 ^b	Area 2°	Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2º
Group 1	\$39.02	\$41.02	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$66.18	\$68.18	\$85.69	\$88.69	\$105.20	\$109.20
Group 2	\$37.49	\$39,49	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.65	\$66.65	\$83.40	\$86.40	\$102.14	\$106,14
Group 3	\$36.01	\$38,01	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.17	\$65.17	\$81.18	\$84.18	\$99,18	\$103.18
Group 4	\$34.63	\$36.63	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.79	\$63.79	\$79.11	\$82.11	\$96.42	\$100.42
Group 5	\$33.36	\$35.36	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.52	\$62.52	\$77.20	\$80.20	\$93,88	\$97.88
Group 6	\$32.04	\$34.04	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.20	\$61.20	\$75.22	\$78.22	\$91.24	\$95.24
Group 7	\$30.90	\$32,90	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.06	\$60.06	\$73.51	\$76.51	\$88.96	\$92,96
Group 8	\$29.76	\$31.76	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$56.92	\$58.92	\$71.80	\$74.80	\$86.68	\$90.68
Group 8-A	\$27.55	\$29.55	\$12.63	\$9.52	\$3,72	\$0.62	\$0.67	8	\$54.71	\$56.71	\$68.49	\$71.49	\$82,26	\$86.26
Group 1-A	\$39.90	\$41.90	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$67.06	\$69.06	\$87.01	\$90.01	\$106.96	\$110.96
Truck Crane Assistant to Engineer	\$32.93	\$34.93	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.09	\$62.09	\$76.56	\$79.56	\$93.02	\$97.02
Assistant to Engineer	\$30.64	\$32,64	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.80	\$59.80	\$73.12	\$76.12	\$88.44	\$92.44
Group 2-A	\$38.14	\$40.14	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$65.30	\$67.30	\$84.37	\$87:37	\$103.44	\$107.44
Truck Crane Assistant to Engineer	\$32.67	\$34.67	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.83	\$61.83	\$76.17	\$79.17	\$92.50	\$96.50
Assistant to Engineer	\$30.43	\$32.43	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.59	\$59.59	\$72.81	\$75.81	\$88.02	\$92.02
Group 3-A	\$36.40	\$38.40	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.56	\$65.56	\$81.76	\$84.76	\$99.96	\$103.96
Truck Crane Assistant to Engineer	\$32.43	\$34.43	\$12.63	\$9,52	\$3.72	\$0.62	\$0.67	8	\$59.59	\$61.59	\$75.81	\$78.81	\$92.02	\$96.02
Hydraulic	\$32.04	\$34.04	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.20	\$61.20	\$75.22	\$78.22	\$91.24	\$95.24
Assistant to Engineer	\$30.15	\$32.15	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.31	\$59.31	\$72.39	\$75.39	\$87.46	\$91.46
Group 4-A	\$33,36	\$35.36	\$12,63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.52	\$62.52	\$77.20	\$80.20	\$93.88	\$97.88

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/Evant.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

For classifications within each group, see pages 39B-40.

^b AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

e AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino,

Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity countiles. (Portions of countiles falling in each area detailed on page 41). Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

Includes an amount for supplemental dues.

^f When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage-rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

NOTE: For Special Single and Second Shift rates, please see page 39A.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

DETERMINATION: NC-23-63-1-2013-2

CLASSIFICATIONS

GROUP 1

Drill Equipment, over 200,000 lbs Operator of Helicopter (when used in erection work) Hydraulic Excavator 7 cu yds and over Power Shovels, over 7 cu yds

GROUP 2 Highline Cableway Hydraulic Excavator 3 1/2 cu yds up to 7 cu yds Licensed Construction Work Boat Operator, On Site Microtunneling Machine Power Blade Operator (finish) Power Shovels, (over 1 cu yd and up to and including 7 cu yds m.r.c.)

GROUP 3

Asphalt Milling Machine Cable Backhoe Combination Backhoe and Loader over ¾ cu yds Continuous Flight Tie Back Machine Crane Mounted Continuous Flight Tie Back Machine, tonnage to apply Crane Mounted Drill Attachments, Tonnage to apply Dozer, Slope Board Drill Equipment, over 100,000 lbs up to and including 200,000 lbs Gradali Hydraulic Excavator up to 3 1/2 cu yds Loader 4 cu yds and over Long Reach Excavator Multiple Engine Scrapers (when used as push pull) Power Shovels, up to and including 1 cu yd Pre-Stress Wire Wrapping machine Side Boom Cat, 572 or larger Track Loader 4 cu yds and over Wheel Excavator (up to and including 750 cu yds per hour) GROUP 4 Asphalt Plant Engineer/Boxman Chicago Boom Combination Backhoe and Loader up to and including ¼ cu yds Concrete Batch Plants (wet or dry) Dozer and/or Push Cat Drill Equipment, over 50,000 lbs up to and including 100,000 lbs Pull-Type Elevating Loader Gradesetter, Grade Checker (GPS, mechanical or otherwise) Grooving and Grinding Machine Heading Shield Operator Heavy Duty Drilling Equipment, Hughes, LDH, Watson 3000 or similar Heavy Duty Repairman and/or Welder Lime Spreader Loader under 4 cu yds Lubrication and Service Engineer (mobile and grease rack) Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene and similar) Miller Formless M-9000 Slope Paver or similar Portable Crushing and Screening plants Power Blade Support Roller Operator, Asphalt Rubber-Tired Scraper, Self-Loading (paddle-wheels, etc)

Rubber-Tired Earthmoving Equipment (Scrapers)

Unlicensed Construction Work Boat Operator, On Site

Woods-Mixer (and other similar Pugmill equipment)

Slip Form Paver (concrete)

Small Tractor with Drag Soil Stabilizer (P&H or equal)

Spider Plow and Spider Puller

Tractor, Compressor Drill Combination

Timber Skidder Track Loader up to 4 yards Tractor Drawn Scraper

Tubex Pile Rig

Welder

GROUP 5

Cast-In Place Pipe Laying Machine Combination Slusher and Motor Operator Concrete Conveyor or Concrete Pump, Truck or Equipment Mounted Concrete Conveyor, Building Site Concrete Pump or Pumpcrete Guns Drilling Equipment, Watson 2000, Texoma 700 or similar Drilling and Boring Machinery, Horizontal (not to apply to waterlines, wagon drills or jackhammers) Concrete Mixers/all Man and/or Material Hoist Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types) Mechanical Burm, Curb and/or Curb and Gutter Machine, Concrete or Asphalt Mine or Shaft Hoist Portable Crushers Power Jumbo Operator (setting slip-forms, etc., in tunnels) Screedman (automatic or manual) Self Propelled Compactor with Dozer Tractor with boom, D6 or smaller Trenching Machine, maximum digging capacity over 5 ft. depth Vermeer T-600B Rock Cutter or similar GROUP 6 Armor-Coater (or similar) Ballast Jack Tamper Boom-Type Backfilling Machine Asst. Plant Engineer

Bridge and/or Gantry Crane Chemical Grouting Machine, truck mounted Chip Spreading Machine Operator Concrete Barrier Moving Machine Concrete Saws (self-propelled unit on streets, highways, airports, and canals) Deck Engineer Drill Doctor Drill Equipment, over 25,000 lbs up to and including 50,000 lbs Drilling Equipment Texoma 600, Hughes 200 series or similar up to and including 30 ft. m.r.c. Helicopter Radioman Hydro-Hammer or similar Line Master

Skidsteer Loader, Bobcat larger than 743 series or similar (with attachments) Locomotive Rotating Extendable Forklift, Lull Hi-Lift or similar Assistant to Engineer, Truck Mounted Equipment Pavement Breaker, Truck Mounted, with compressor combination Paving Fabric Installation and/or Laying Machine Pipe Bending Machine (pipelines only) Pipe Wrapping Machine (Tractor propelled and supported) Screedman, (except asphaltic concrete paving) Self-Loading Chipper

Self Propelled Pipeline Wrapping Machine Tractor

GROUP 7

Ballast Regulator Cary Lift or similar Combination Slurry Mixer and/or Cleaner Coolant/Slurry Tanker Operator (hooked to Grooving/Grinding Machine) Drilling Equipment, 20 ft and under m.r.c. Drill Equipment, over 1,000 lbs up to and including 25,000 lbs Fireman Hot Plant

Grouting Machine Operator Highline Cableway Signalman Stationary Belt Loader (Kolman or similar) Lift Slab Machine (Vagtborg and similar types) Maginnes Internal Full Slab Vibrator Material Hoist (1 Drum) Mechanical Trench Shield Partsman (heavy duty repair shop parts room) Pavement Breaker with or without Compressor Combination Pipe Cleaning Machine (tractor propelled and supported) Post Driver Roller (except Asphalt), Chip Seat Self Propelled Automatically Applied Concrete Curing Machine (on streets, highways, airports and canals) Self Propelled Compactor (without dozer) Signalman Slip-Form Pumps (lifting device for concrete forms) Super Sucker Vacuum Truck Tie Spacer Trenching Machine (maximum digging capacity up) to and including 5 ft depth Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Manitex or similar (Boom Truck) - Under 15 tons Truck Type Loader GROUP 8 Bit Sharpener

Boiler Tender

Box Operator Brakeman Combination Mixer and Compressor (shotcrete/gunite) Compressor Operator Deckhand Fireman Generators Gunite/Shotcrete Equipment Operator Heavy Duty Repairman Helper Hydraulic Monitor Ken Seal Machine (or similar) Mast Type Forklift Mixemobile Assistant to Engineer Pump Operator Refrigerator Plant Reservoir-Debris Tug (Self-Propelled Floating) Ross Carrier (Construction site) Rotomist Operator Self Propelled Tape Machine Shuttlecar Self Propelled Power Sweeper Operator (Includes Vacuum Sweeper) Slusher Operator Surface Heater Switchman Tar Pot Fireman Tugger Hoist, Single Drum Vacuum Cooling Plant

Welding Machine (powered other than by electricity)

39B

DETERMINATION: NC-23-63-1-2013-2

GROUP 8-A Articulated Dump Truck Operator Elevator Operator Mini Excavator under 25 H.P. (Backhoe-Trencher) Skidsteer Loader, Bobcat 743 series or Smaller and similar (without attachments)

<u>GROUP 1-A</u> Clamshells and Draglines over 7 cu yds Cranes over 100 tons Derrick, over 100 tons Derrick Barge Pedestal mounted over 100 tons Self Propelled Boom Type Lifting Device Over 100 tons

GROUP 2-A Clamshells and Draglines over 1 cu yds up to and including 7 cu yds Cranes over 45 tons up to and including 100 tons

Derrick Barge 100 tons and under Mobile Self-Erecting Tower Crane (Potain) over 3 stories Self Propelled Boom Type Lifting Device over 45 tons

Tower Cranes

<u>GROUP 3-A</u> Clamshells and Draglines up to and including 1 cu yd Cranes 45 tons and under Mobile Self-Erecting Tower Crane (Potain), 3 stories

and under Self Propelled Boom Type Lifting Device 45 tons and under

GROUP 4-A

Boom Truck or dual-purpose A-Frame Truck, Non-Rotating over 15 tons. Truck Mounted Rotating Telescopic Boom Type Lifting Device, Manitex or similar (Boom Truck over 15 tons)

Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Munitex or Similar (Boom Truck), under 15 tons

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DESCRIPTION FOR AREAS 1 AND 2:

Area 1 is all of Northern California within the following Township, State and/or county Boundaries:

Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount Diablo Base and Meridian, Thence Easterly along the Southerly line of Township 19S, to the

Northwest comer of Township 20S, Range 6E, Thence Southerly to the Southwest corner of Township 20S, Range 6E,

Thence Easterly to the Northwest corner of Township 21S, Range 7E Thence Southerly to the Southwest corner of Township 21S, Range 7E Thence Easterly to the Northwest corner of Township 22S, Range 9E, Thence Southerly to the Southwest corner of Township 22S, Range 9E, Thence Easterly to the Northwest corner of Township 23S, Range 10E, Thence Southerly to the Southwest corner of Township 24S, Range 10E, Thence Easterly to the Southwest corner of Township 24S, Range 31E, Thence Northerly to the Northeast corner of Township 20S, Range 31E Thence Westerly to the Southeast corner of Township 19S. Range 29E Thence Northerly to the Northeast corner of Township 17S, Range 29E, Thence Westerly to the Southeast corner of Township 16S, Range 28E, Thence Northerly to the Northeast corner of Township 13S, Range 28E, Thence Westerly to the Southeast corner Township 12S, Range 27E, Thence Northerly to the Northeast corner of Township 12S, Range 27E Thence Westerly to the Southeast corner of Township 11S, Range 26E, Thence Northerly to the Northeast corner of Township 11S, Range 26E, Thence Westerly to the Southeast corner of Township 10S, Range 25E, Thence Northerly to the Northeast corner of Township 9S, Range 25E, Thence Westerly to the Southeast corner of Township 8S, Range 24E, Thence Northerly to the Northeast corner of Township 8S, Range 24E, Thence Westerly to the Southeast corner of Township 7S, Range 23E, Thence Northerly to the Northeast corner of Township 6S, Range 23E, Thence Westerly to the Southeast corner of Township 5S, Range 20E, Thence Northerly to the Northeast corner of Township 5S, Range 20E, Thence Westerly to the Southeast corner of Township 4S, Range 19E, Thence Northerly to the Northeast corner of Township 1S, Range 19E, Thence Westerly to the Southeast corner of Township 1N, Range 18E, Thence Northerly to the Northeast corner of Township 3N, Range 18E, Thence Westerly to the Southeast corner of Township 4N, Range 17E, hence Northerly to the Northeast corner of Township 4N, Range 17E, Thence Westerly to the Southeast corner of Township 5N, Range 15E, Thence Northerly to the Northeast corner of Township 5N, Range 15E, Thence Westerly to the Southeast corner of Township 6N, Range 14E, Thence Northerly to the Northeast corner of Township 10N, Range 14E, Thence Easterly along the Southern line of Township 11N, to the

California / Nevada State Border,

Thence Northerly along the California / Nevada State Border to the Northerly line of Township 17N,

Thence Westerly to the Southeast corner of Township 18N, Range 10E, Thence Northerly to the Northeast corner of Township 20N, Range 10E, Thence Westerly to the Southeast corner of Township 21N, Range 9E, Thence Northerly to the Northeast corner of Township 21N, Range 9E, Thence Westerly to the Southeast corner of Township 22N, Range 8E, Thence Northerly to the Northeast corner of Township 22N, Range 8E, Thence Westerly to the Northwest corner of Township 22N, Range 8E, Thence Northerly to the Southwest corner of Township 27N, Range 8E, Thence Easterly to the Southeast corner of Township 27N, Range 8E, Thence Northerly to the Northeast corner of Township 28N, Range 8E, Thence Westerly to the Southeast corner of Township 29N, Range 6E, Thence Northerly to the Northeast corner of Township 32N, Range 6E, Thence Westerly to the Northwest corner of Township 32 N, Range 6E, Thence Northerly to the Northeast corner of Township 35N, Range 5E, Thence Westerly to the Southeast corner of Township 36N, Range 3E, Thence Northerly to the Northeast corner of township 36N, Range 3E, Thence Westerly to the Southeast corner of Township 37N, Range 1W, Thence Northerly to the Northeast corner of Township 38N, Range 1W, Thence Westerly to the Southeast corner of Township 39N, Range 2W, Thence Northerly to the Northeast corner of Township 40N, Range 2W, Thence Westerly to the Southeast corner of Township 41N, Range 4W, Thence Northeriv to the Northeast corner of Township 42N, Range 4W, Thence Westerly to the Southeast corner of Township 43N, Range 5W, Thence Northerly to the California / Oregon State Border,

Thence Westerly along the California / Oregon State Border to the Westerly Boundary of Township Range 8W,

Thence Southerly to the Southwest corner of Township 43N, Range 8W, Thence Easterly to the Southeast corner of Township 43N, Range 8W, Thence Southerly to the Southwest corner of Township 42N, Range 7W, Thence Easterly to the Southeast corner of Township 42N, Range 7W, Thence Southerly to the Southwest corner of Township 41N, Range 6W, Thence Easterly to the Northwest corner of Township 40N, Range 5W. Thence Southerly to the Southwest corner of Township 38N, Range 5W, Thence Westerly to the Northwest corner of Township 37N, Range 6W, Thence Southerly to the Southwest corner of Township 35N, Range 6W, Thence Westerly to the Northwest corner of Township 34N, Range 10W, Thence Southerly to the Southwest corner of Township 31N, Range 10W, Thence Easterly to the Northwest corner of Township 30N, Range 9W, Thence Southerly to the Southwest corner of Township 30N, Range 9W, Thence Easterly to the Northwest corner of Township 29N, Range 8W, Thence Southerly to the Southwest corner of Township 23N, Range 8W, Thence Easterly to the Northwest corner of Township 22N, Range 6W, Thence Southerly to the Southwest corner of Township 16N, Range 6W, Thence Westerly to the Southeast corner of Township 16N, Range 9W, Thence Northerly to the Northeast comer of Township 16N, Range 9W, Thence Westerly to the Southeast. corner of Township 17N, Range 12W, Thence Northerly to the Northeast corner of Township 18N, Range 12W, Thence Westerly to the Northwest corner of Township 18N, Range 15W, Thence Southerly to the Southwest corner of Township 14N, Range 15W, Thence Easterly to the Northwest corner of Township 13N, Range 14W, Thence Southerly to the Southwest corner of Township 13N, Range 14W, Thence Easterly to the Northwest corner of Township 12N, Range 13W, Thence Southerly to the Southwest corner of Township 12N, Range 13W, Thence Easterly to the Northwest corner of Township 11N, Range 12W, Thence Southerly into the Pacific Ocean

and Commencing in the Pacific Ocean on the extension of the Humboldt Base Line,

Thence Easterly to the Northwest corner of Township 1S, Range 2E, Thence Southerly to the Southwest corner of Township 2S, Range 2E, Thence Easterly to the Northwest corner of Township 5S, Range 3E, Thence Easterly to the Southwest corner of Township 5S, Range 4E, Thence Southerly to the Southeast corner of Township 5S, Range 4E, Thence Northerly to the Northeast corner of Township 3S, Range 4E, Thence Nesterly to the Southeast corner of Township 3S, Range 3E, Thence Northerly to the Northeast corner of Township 3S, Range 3E, Thence Northerly to the Northeast corner of Township 5N, Range 3E, Thence Northerly to the Northeast corner of Township 5N, Range 5E, Thence Northerly to the Northeast corner of Township 5N, Range 5E, Thence Westerly to the Southeast corner of Township 8N, Range 3E, Thence Westerly to the Southeast corner of Township 9N, Range 3E, Thence Westerly to the Southeast corner of Township 9N, Range 3E, Thence Westerly to the Northeast corner of Township 1N, Range 3E, Thence Westerly to the Northeast corner of Township 1N, Range 1E, Thence Westerly to the Northeast corner of Township 1N, Range 1E, Thence Westerly to the Northeast corner of Township 1N, Range 1E, Thence Westerly to the Northeast corner of Township 1N, Range 1E, Thence Westerly to the Northeast corner of Township 1N, Range 1E,

excluding that portion of Northern California contained within the following lines:

Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo Base and Meridian,

Thence Easterly to the Southeast corner of Township 12N, Range 16E, Thence Northerly to the Northeast corner of Township 12N, Range 18E, Thence Westerly to the Southeast corner of Township 13N, Range 15E, Thence Northerly to the Northeast corner of Township 13N, Range 14E, Thence Northerly to the Northeast corner of Township 14N, Range 14E, Thence Westerly to the Northeast corner of Township 16N, Range 14E, Thence Westerly to the Northwest corner of Township 16N, Range 14E, Thence Southerly to the Southwest corner of Township 16N, Range 12E, Thence Westerly to the Northwest corner of Township 16N, Range 12E, Thence Westerly to the Northwest corner of Township 15N, Range 11E, Thence Southerly to the Northwest corner of Township 15N, Range 11E, Thence Southerly to the Northwest corner of Township 15N, Range 11E,

Area 2 shall be all areas not part of Area 1 described above.

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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # OPERATING ENGINEER (HEAVY AND HIGHWAY WORK) (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2013-2

ISSUE DATE: August 22, 2013 EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butle, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

			Employer Payments						Straight-Tin	ne	·	Overtime	Hourly Rate	<u> </u>
Classification	Ba	isic	Health	Pension	Vacation	Training	Other	Hours	Ťe	otal	Da	aily/	Sunda	ay and
(Journeyperson)	Ho	urly	and		and	-	Payments		Ho	uniy	Satu	rday ^d	Hol	iday
	Ra	ate	Welfare		Holiday®				R	ate	11	/2X	. 2	x
Classification Group [®]							•							
	Area 1 ^b	Area 2º							Area 1 ^b	Area 2°	Area 1 ^b	Area 2°	Area 1 ^b	Area 2º
Group 1	\$43.35	\$45.35	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$70.51	\$72.51	\$92.19	\$95.19	\$113.86	\$117.86
Group 2	\$41.62	\$43.62	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$68.78	\$70.78	\$89.59	\$92,59	\$110.40	\$114.40
Group 3	\$39.96	\$41.96	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$67.12	\$69.12	\$87,10	\$90.10	\$107.08	\$111.0B
Group 4	\$38.40	\$40.40	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$65,56	\$67.56	\$84,76	\$87.76	\$103.96	\$107.96
Group 5	\$36.98	\$38.98	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.14	\$66,14	\$82,63	\$85,63	\$101.12	\$105.12
Group 6	\$35.48	\$37.48	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.64	\$64.64	\$80.38	\$83.38	\$98.12	\$102.12
Group 7	\$34.20	\$36.20	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.36	\$63.36	\$78.46	\$81.46	\$95.56	\$99.56
Group 8	\$32.93	\$34.93	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.09	\$62.09	\$76.56	\$79.56	\$93.02	\$97.02
Group 8-A	\$30.42	\$32.42	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	в	\$57.58	\$59.58	\$72.79	\$75.79	\$88.00	\$92.00
Group 1-A	\$44.33	\$46.33	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$71.49	\$73.49	\$93.66	\$96.66	\$115.82	\$119.82
Truck Crane Assistant to Engineer	\$36.50	\$38.50	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.66	\$65,66	\$81.91	\$84.91	\$100.16	\$104.16
Assistant to Engineer	\$33.91	\$35.91	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.07	\$63.07	\$78.03	\$81.03	\$94.98	\$98.98
Group 2-A	\$42.34	\$44.34	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8 .	\$69.50	\$71.50	\$90,67	\$93.67	\$111.84	\$115.84
Truck Crane Assistant to Engineer	\$36.21	\$38.21	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.37	\$65.37	\$81.48	\$84.48	\$99.58	\$103.58
Assistant to Engineer	\$33.68	\$35.68	\$12.63	- \$9.52	\$3.72	\$0.62	\$0.67	8	\$60.84	\$62.84	\$77.68	\$80,68	\$94.52	\$98.52
Group 3-A	\$40.38	\$42.38	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$67.54	\$69.54	\$87.73	\$90.73	\$107.92	\$111.92
Truck Crane Assistant to Engineer	\$35.94	\$37.94	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.10	\$65.10	\$81.07	\$84.07	\$99.04	\$103.04
Hydraulic	\$35.48	\$37.48	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67 ·	8	\$62.64	\$64.64	\$80.38	\$83.38	\$98.12	\$102.12
Assistant to Engineer	\$33.37	\$35.37	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	в	\$60.53	\$62.53	\$77.22	\$80.22	\$93.90	\$97.90
Group 4-A	\$36,98	\$38.98	\$12.63	\$9.52	\$3.72	\$0.62	\$0,67	8	\$64.14	\$66.14	\$82.63	\$85.63	\$101.12	\$105.12

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

^a For classifications within each group, see pages 39B-40.

^b AREA 1 - Alameda, Butte, Contra Costa, Kings, Mann, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquín, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Manposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41). ^d Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

Includes an amount for supplemental dues.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD- Holiday-provisions-for current-or superseded determinations may be obtained by contacting the Office of the Director-Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the internet at http://www.dir.ce.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

39A

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # OPERATING ENGINEER (BUILDING CONSTRUCTION)

DETERMINATION: NC-23-63-1-2013-2A

ISSUE DATE: August 22, 2013 EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

			·	Employer Payments					Straight-Tim	ie		Overtime I	Hourly Rate	
Classification		sic	Health	Pension Vacation Training Other				Hours ⁽		otal		uly/		ay and
(Journeyperson)	Ho		and		and		Payments	-			Satu	-		iday
	Ra	ate	Welfare		Holiday				Ra	ate	11	/2X .	2	X
Classification Group*														
	Area 1ª	Area 2°						•	Area 1 ^b	Area 2°	Area 1 ^b	Area 2°	Area 1 ^b	Area 2°
Group 1	\$37.60	\$39.60	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.76	\$66.76	\$83.56 -	\$86.56	\$102.36	\$106.36
Group 2	\$36.15	\$38,15	\$12,63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.31	\$65.31	\$81.39	\$84.39	\$99,46	\$103,46
Group 3	\$34.75	\$36.75	\$12.63	\$9.52	\$3,72	\$0.62	\$0.67	8	\$61.91	\$63.91	\$79.29	\$82.29	\$96.66	\$100.66
Group 4	\$33.42	\$35.42	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.58	\$62.58	\$77.29	\$80.29	\$94.00	\$98.00
Group 5	\$32.21	\$34.21	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.37	\$61.37	\$75.48	\$78.48	\$91.58	\$95,58
Group 6	\$30.94	\$32.94	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.10	\$60.10	\$73.57	\$76.57	\$89.04	\$93.04
Group 7	\$29.85	\$31.85	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.01	\$59.01	\$71.94	\$74.94	\$86.86	\$90,86
Group 8	\$28.77	\$30.77	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$55.93	\$57.93	\$70.32	\$73.32	\$84.70	\$88,70
Group 8-A	\$26.65	\$28.65	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$53.81	\$55.81	\$67.14	\$70.14	\$80.46	\$84.46
Group 1-A	\$38.45	\$40.45	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	· 8	· \$65.61	\$67.61	\$84.84	\$87.84	\$104.06	\$108.06
Truck Crane Assistant to Engineer	\$31.79	\$33.79	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.95	\$60.95	\$74.85	\$77.85	\$90.74	\$94.74
Assistant to Engineer	\$29.62	\$31.62	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8.	\$56.78	\$58,78	\$71.59	\$74.59	\$86.40	\$90.40
Group 2-A	\$36.76	\$38.76	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.92	\$65.92	\$82.30	\$85.30	\$100.68	\$104.68
Truck Crane Assistant to Engineer	\$31.55	\$33.55	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.71	\$60.71	\$74.49	\$77.49	\$90_26	\$94.26
Assistant to Engineer	\$29.40	\$31.40	\$12.63	\$9.52	\$3,72	\$0.62	\$0.67	8	\$56.56	\$58.56	\$71.26	\$74.26	\$85.96	\$89.96
Group 3-A	\$35.12	\$37.12	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.28	\$64.28	\$79.84	\$82.84	\$97.40	\$101.40
Truck Crane Assistant to Engineer	\$31.31	\$33.31	\$12.63	\$9,52	\$3.72	\$0.62	\$0.67	8	\$58.47	\$60.47	\$74.13	\$77,13	\$89.78	\$93,78
Hydraulic	\$30.94	\$32.94	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.10	\$60.10	\$73.57	\$76.57	\$89.04	\$93.04
Assistant to Engineer	\$29.15	\$31.15	\$12,63	\$9.52	\$3.72	\$0.62	\$0,67	8	\$56.31	\$5B.31	\$70,89	\$73.89	\$85.46	\$89.46
Group 4-A	\$32.21	\$34.21	\$12.63	\$9.52	\$3.72	\$0,62	\$0.67	8	\$59.37	\$61.37	\$75.48	\$78,48	\$91.58	\$95.58

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

For classifications within each group, see pages 39B-40.

^b AREA 1 - Butte, Kings, Merced, Napa, Sacramento, San Benito, San Joaquin, Santa Cruz, Stanislaus, Sutter, Yolo, and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tuolumne and Trinity counties.

* AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino,

Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41).

^d Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inciement weather.

Includes an amount for supplemental dues.

^f When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

NOTE: For Special Single and Second Shift rates, please see page 40C.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the internet at http://www.dir.ca.gov/OPRU/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

40A

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # OPERATING ENGINEER (BUILDING CONSTRUCTION) (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2013-2A

ISSUE DATE: August 22, 2013 EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

			_	Employer Payments					Straight-Tin	ne		Overtime	Hourly Rate	
Classification	-	ISIC	Health	Pension	Vacation	Training	Other	Hours		otal		aily/		ay and
(Journeyperson)		urly ate	and Welfare		and Holiday ^e		Payments			urly ate		ırday⁴ /2X		iday X
Classification Group [®]		ale	AAGUS(G		Honday				R	ale		121	2	^ .
one of order	Area 1 ^b	Area 2°				•			Area 1 ^b	Area 2°	Area 1 ^b	Area 2°	Area 1 ^b	Area 2°
Group 1	\$41.75	\$43.75	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$68.91	\$70.91	\$89.79	\$92.79	\$110.66	\$114.66
Group 2	\$40.11	\$42.11	\$12.63	\$9,52	\$3.72	\$0.62	\$0.67	8	\$67.27	\$69,27	\$87.33	\$90,33	\$107,38	\$111.38
Group 3	\$38.55	\$40.55	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8 .	\$65.71	\$67.71	\$84,99	\$87,99	\$104.26	\$108.26
Group 4	\$37.03	\$39.03	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.19	\$66,19	\$82.71	\$85.71	\$101.22	\$105.22
Group 5	\$35,68	\$37,68	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.84	\$64,84	\$80.68	\$83.68	\$98,52	\$102.52
Group 6	\$34.24	\$36.24	\$12,63	\$9,52	\$3.72	\$0.62	\$0.67	8	\$61.40	\$63,40	\$78.52	\$81.52	\$95.64	\$99.64
Group 7	\$33.03	\$35.03	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.19	\$62.19	\$76.71	\$79.71	\$93.22	\$97.22
Group 8	\$31.82	\$33.82	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.98	\$60,98	\$74.89	\$77.89	\$90,80	\$94,80
Group 8-A	\$29.43	\$31.43	\$12.63	\$9.52	\$3,72	\$0.62	\$0.67	8	\$56.59	\$58.59	\$71.31	\$74.31	\$86.02	\$90.02
Group 1-A	\$42.71	\$44.71	\$12.63	\$9,52	\$3,72	\$0.62	\$0.67	8	\$69.87	\$71.87	\$91.23	\$94.23	\$112,58	\$116.58
Truck Crane Assistant to Engineer	\$35.22	\$37.22	\$12.63	\$9.52 .	\$3.72	\$0.62	\$0.67	8	\$62.38	\$64,38	\$79.99	\$82.99	\$97.60	\$101.60
Assistant to Engineer	\$32.76	\$34,76	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.92	\$61.92	\$76.30	\$79.30	\$92.68	\$96,68
Group 2-A	\$40.80	\$42.80	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$67.96	\$69,96	\$88.36	\$91.36	\$108,76	\$112.76
Truck Crane Assistant to Engineer	\$34.95	\$36.95	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.11	\$64.11	\$79.59	\$82.59	\$97.06	\$101.06
Assistant to Engineer	\$32.52	\$34.52	\$12.63	\$9.52	\$3.72	\$0.6 <u>2</u>	\$0.67	8	\$59.68	\$61.68	\$75.94	\$78.94	\$92.20	\$96.20
Group 3-A	\$38.94	\$40.94	\$12.63	\$9,52	\$3.72	\$0.62	\$0.67	8	\$66.10	\$68.10	\$85.57	\$88.57	\$105.04.	\$109.04
Truck Crane Assistant to Engineer	\$34.68	\$36.68	\$12.63	\$9.52	\$3.72	\$0.62	\$0,67	8	\$61.84	\$63.84	\$79.18	\$82.18	\$96.52	\$100.52
Hydraulic	\$34.24	\$36.24	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.40	\$63.40	\$78.52	\$81.52	\$95,64	\$99.64
Assistant to Engineer	\$32.24	\$34.24	\$12.63	\$9.52	\$3.72	50.62	\$0,67	8	\$59.40	\$61.40	\$75.52	\$78.52	\$91.64	\$95.64
Group 4-A	\$35.68	\$37.68	\$12.63	\$9.52	\$3.72	\$0.62	\$0,67	8	\$62.84	\$64.84	\$80.68	\$83.68	\$98.52	\$102.52

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards website at http://www.dir.ca.gov/das/das.html.

For classifications within each group, see pages 39B-40.

AREA 1 - Butte, Kings, Merced, Napa, Sacramento, San Benito, San Joaquin, Santa Cruz, Stanislaus, Sutter, Yolo, and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

⁶ AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41). ^d Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

* includes an amount for supplemental dues.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD, Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

40C

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-BUILDING CONSTRUCTION)

DETERMINATION: NC-23-63-1-2013-2D1

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba countries.

			Em	ployer Paym	ents	•	Straigh	nt-Time	0	ertime Hourly	Rate
Classification ^b (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	.Training	Other Payments	Hours ^d	Total Hourly	Daily	Saturday ^a	Sunday and Holiday
	Rate	Welfare		Holiday				Rate	1 1/2X	1 1/2X	2X
Group 1	\$39.39	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$66.55	\$86.25	\$86.25	\$105.94
Truck Crane Assistant to Engineer	\$32.40	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.56	\$75.76	\$75.76	\$91.96
Assistant to Engineer	\$30.26	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.42	\$72.55	\$72.55	\$87.68
Group 2	\$37.68	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.84	\$83.68	\$83.68	\$102.52
Truck Crane Assistant to Engineer	\$32.18	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.34	\$75.43	\$75.43	\$91.52
Assistant to Engineer	\$30.01	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.17	\$72.18	\$72.18	\$87.18
Group 3	\$36.29	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.45	\$81.60	\$81.60	\$99.74
Truck Crane Assistant to Engineer	\$31.93	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.09	\$75.06	\$75.06	\$91.02
Hydraulic	\$31.55	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.71	\$74.49	\$74.49	\$90.26
Assistant to Engineer	\$29.78	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$56.94	\$71.83	\$71.83	\$86.72
Group 4	\$34.36	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.52	\$78.70	\$78.70	\$95.88
Group 5	\$33.11	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.27	\$76.83	\$76.83	\$93.38

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

* Saturday in the same work week may be worked at straight-lime rates if a job is shut down during the normal work week due to inclement weather.

^b For classifications within each group, see page 45.

Includes an amount for supplemental dues.

⁴ When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

NOTE: For Special Single and Second Shift rates, please see page 40D.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703–4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

40B

⁷⁶ 741

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-BUILDING CONSTRUCTION) (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2013-2D1

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

			Employer Payments				Straig	ht-Time	0	vertime <u>Hour</u> h	v Rate
Classification ^b (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^e	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ^a 1 1/2X	Sunday and Holiday 2X
			•						(1.20	2.
Group 1	\$43.76	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$70.92	\$92.80	\$92.80	\$114.68
Truck Crane Assistant to Engineer	\$35.90	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.06	\$81.01	\$81.01	\$98.96
Assistant to Engineer	\$33.48	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.64	\$77.38	\$77.38	\$94.12
Group 2	\$41.84	\$12.63	\$9,52	\$3.72	\$0.62	\$0,67	8	\$69.00	\$89.92	\$89.92	\$110.84
Truck Crane Assistant to Engineer	\$35.64	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.80	\$80.62	\$80.62	\$98.44
Assistant to Engineer	\$33.21	\$12.63	\$9.52	\$3.72	\$0.62	\$0,67	8	\$60.37	\$76.98	\$76.98	\$93.58
Group 3	\$40,26	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$67.42	\$87.55	\$87.55	\$107.68
Truck Crane Assistant to Engineer	\$35,36	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.52	\$80.20	\$80.20	\$97.88
Hydraulic	\$34.95	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.11	\$79.59	\$79.59	\$97.06
Assistant to Engineer	\$32.93	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.09	\$76.56	\$76.56	\$93.02
Group 4	\$38.11	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$65.27	\$84.33	\$84.33	\$103.38
Group 5	\$36.69	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.85	\$82.20	\$82.20	\$100.54

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

^a Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

For classifications within each group, see page 45.

* includes an amount for supplemental dues.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703–4774.

40D

FOR LANDSCAPE CONSTRUCTION PROJECTS

CRAFT: # OPERATING ENGINEER

DETERMINATION: NC-63-3-75-2013-1

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			· · ·	<u> </u>	<u>mployer P</u>	ayments		<u>St</u>	aight-Ti	ime		Over	<u>time Hou</u>	<u>rly Rate</u>		
Classification	Bas	ic	Health	Pension	Vacation	Training	g Other	Hou	irs To	tal	Dai	ily	Sat	urday ^e	Sun	day and
(Journeyperson)	Hou	ırly	and		and		Payments		Ho	urly					He	oliday
	Rate	e	Welfare	;	Holiday ^f				R	ate	1 1/2	2X	1	1/2X		2X
Classification Gro	oupª															
	Area 1 ^b	Area 2	:						Area 1 ^b	Area 2 ^c	Area 1 ^b	Area 2°	Area 1^{b}	Area 2°	Area 1	^o Area 2°
. Group I	\$29.64	31.64	12.63	9.15	3.53	0.61	^d 0.78	8	56.34	58.34	71.16	74.16	71.16	74.16	85.98	89.98
Group II	26.04	28.04	12.63	9.15	3.53	0.61	^d 0.78	8	52.74	54.74	65.76	68.76	65.76	68.76	78.78	82.78
Group III	21.43	23.43	12.63	9.15	3.53	0.61	^d 0.78	8	48.13	50.13	58.845	61.845	58.845	61.845	69.56	73.56
Group IV	18.72	20.72	12.63	9.15	3.53	0.61	^d 0.78	8	45.42	47.42	54.78	57.78	54.78	57.78	64.14	68.14

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <u>http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</u>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <u>http://www.dir.ca.gov/das/das.html</u>.

^a For classifications within each group, see below.

^b AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba Counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties.

AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed on page 41).

^d Includes an amount for Annuity Fund \$0.40, Contract Administration Fund \$0.20, Industry Stabilization Fund \$0.06, Preservation Fund \$0.10, and Construction Industry Force Account Committee \$0.02.

^e Saturdays in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or shortage of materials beyond the control of the Individual Employer.

^f Includes an amount for Supplemental Dues.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATIONS

Group I

Landscape Finish Grade Operator. All finish grade work regardless of the equipment used, and all equipment with a horsepower rating of more than 65.

Group II

Landscape Operator up to 65 H.P. All equipment with a manufacturer's horsepower rating of 65 or less except equipment covered by Group I or Group III. The following equipment shall be included in Group II except when used for finish work so long as its manufacturer's horsepower rating is 65 or less.

A-Frame and Winch Truck Backhoe Forklift (Jobsite) HDR Welder - Landscape - Operating Engineer's Equipment Hydro Seeder Machine Roller Rubber-Tired and Track Earthmoving Equipment Skiploader Straw Blowers Trencher - 35 Horsepower up to 65 Horsepower

Group III Landscape Utility Operator Small Rubber-Tired Tractor Trencher - Under 35 Horsepower

<u>Group IV</u> Assistant Landscape Utility Operator

FOR LANDSCAPE CONSTRUCTION PROJECTS

CRAFT: # OPERATING ENGINEER (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-63-3-75-2013-1

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Overtime Hourly Rate
Saturday ^e Sunday &
Holiday
1 1/2X 2X
2° Area 1 ^b Area 2° Area 1 ^b Area 2°
75 76.275 79.275 92.80 96.80
70.20 73.20 84.70 88.70
5 62.415 65.415 74.32 78.32
5 58.065 61.065 68.52 72.52
a 7 1

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <u>http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</u>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <u>http://www.dir.ca.gov/das/das.html</u>.

^a For classifications within each group, see below.

^b AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba Counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties.

^c AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detaileu on page 41).

^d Includes an amount for Annuity Fund \$0.40, Contract Administration Fund \$0.20, Industry Stabilization Fund \$0.06, Preservation Fund \$0.10, and Construction Industry Force Account Committee \$0.02.

^e Saturdays in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or shortage of materials beyond the control of the Individual Employer.

^f Includes an amount for Supplemental Dues.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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CLASSIFICATIONS

Group I

Landscape Finish Grade Operator. All finish grade work regardless of the equipment used, and all equipment with a horsepower rating of more than 65.

Group II

Landscape Operator up to 65 H.P. All equipment with a manufacturer's horsepower rating of 65 or less except equipment covered by Group I or Group III. The following equipment shall be included in Group II except when used for finish work so long as its manufacturer's horsepower rating is 65 or less.

A-Frame and Winch Truck Backhoe Forklift (Jobsite) HDR Welder - Landscape - Operating Engineer's Equipment Hydro Seeder Machine Roller Rubber-Tired and Track Earthmoving Equipment Skiploader Straw Blowers Trencher - 35 Horsepower up to 65 Horsepower

<u>Group III</u> Landscape Utility Operator Small Rubber-Tired Tractor Trencher - Under 35 Horsepower

<u>Group IV</u>

Assistant Landscape Utility Operator

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # DREDGER OPERATING ENGINEER

(CLAMSHELL AND DIPPER DREDGING AND HYDRAULIC SUCTION DREDGING)

DETERMINATION: NC-63-3-12-2013-1

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 30, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

		<u> </u>	nplover Pa	vments		<u> </u>	aight-Tir	<u>ne</u>		0	vertime I	<u>Iourly R</u>	ate				
Classification (Journeyperso	n) He	asic ourly ate	Health and Welfare		Vacation and Holiday ^d	Training	Other Payments	Hours		tal urly te	Dai 1 1/	2	Satur 1 1/2	2	Suno an Holi 22	d day	
Classification First Shift	Group ^a Area 1 ^b	Area 2	c						Area 1 ^b	Area 2°	Área 1 ^b	Area 2°	Area 1 ^b	Area 2°		' Area 2°	
Group 1 Group 2 Group 3 Group 4	\$40.53 35.57 34.45 31.15	42.53 37.57 36.45 33.15	12.63 12.63 12.63 12.63	10.53 10.53 10.53 10.53	4.65 4.65 4.65 4.65	0.08 0.08 0.08 0.08	0.23 0.23 0.23 0.23	8 8 8 8	68.65 63.69 62.57 59.27	70.65 65.69 64.57 61.27	88.915 81.475 79.795 74.845	91.915 84.475 82.795 77.845	88.915 81.475 79.795 74.845	91.915 84.475 82.795 77.845	109.18 99.26 97.02 90.42	113.18 103.26 101.02 94.42	
Special Single Second Shift		Area 2	c .						Area 1 ^b	Area 2°	Area 1 ^b	Area 2°	Area 1 ^b	Area 2°	Area 1 ¹	' Area 2°	
Group 1 Group 2 Group 3 Troup 4	\$44.84 39.26 38.00 34.29	46.84 41.26 40.00 36.29	12.63 12.63 12.63 12.63	10.53 10.53 10.53 10.53	4.65 4.65 4.65 4.65	0.08 0.08 0.08 0.08	0.23 0.23 0.23 0.23	8 8 8 8	72.96 67.38 66.12 62.41	74.96 69.38 68.12 64.41	95.38 87.01 85.12 79.555	98.38 90.01 88.12 82.555	95.38 87.01 85.12 79.555	90.01	117.80 106.64 104.12 96.70	121.80 110.64 108.12 100.70	

mdicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <u>http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</u>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <u>http://www.dir.ca.gov/das/das.html</u>.

^a For classifications within each group, see below.

^b AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne counties.
^c AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Colaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Colaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Colaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Colaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Colaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Colaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Colaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne counties.

Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Trinity, Tulare, and Tuolumne counties (Portions of counties falling in each area detailed on page 41).

^d Includes an amount for Supplemental Dues.

^e Includes an amount for Annuity Trust Fund.

^f Saturday in the same workweek may be worked at straight-time if a job is shut down during the normal workweek due to inclement weather. ^g Rate applies to the first 4 daily overtime hours Monday thru Friday and the first 12 hours on Saturday. All other time worked is paid at the Sunday and Holiday overtime rate.

GROUP 1	GROUP 3	GROUP 4
Chief Engineer	Booster Pump Operator	Bargeman
Day Mate (Captain)	Deck Engineer	Deckhand
Leverman/Operator	Deck Mate	Fireman
-	Dredge Tender	Leveehand
GROUP 2	Watch Engineer	Oiler
	Welder	
Dredge Dozer	Winch Man	
HDR/Welder		· · ·

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the liday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by

acting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TRAFFIC CONTROL/LANE CLOSURE (LABORER) ^s AND # PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)

DETERMINATION: NC-23-102-13-2013-3

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			Employe	er Payments			Straight				Rate
Classification (Journeyperson)	Basic Hourly	Health and	Pension ^a	Vacation and	Training	Other Payments	Hours	Total Hourly	Daily	Saturday ^{c.}	Sunday And
	Rate	Welfare ^f		Holiday ^b				Rate	1 1/2X	1 1/2X	Holiday
TRAFFIC CONTROL AN	<u>D RELATED</u>	CLASSIFIC.	ATIONS								•
AREA 1 ^d											
Traffic Control Person I	27.94	6.64	9.47	2.63	0.39	0.15	8	47.22	61.19	61.19	75.16
Traffic Control Person II	25.44	6.64	9.47	2.63	0.39	0.15	8	44.72	57.44	57.44	70.16
Flag Person	27.64	6.64	9.47	2.63	0.39	0.15	8	46.92	60.74	60.74	74.56
AREA 2 ^d											
Traffic Control Person I	26.94	6.64	9.47	2.63	0.39	0.15	8	46.22	59.69	59.69	73.16
Traffic Control Person II	24.44	6.64	9.47	2.63	0.39	0.15	8	43.72	55.94	55.94	68.16
Flag Person	26.64	6.64	9.47	- 2.63	0.39	0.15	8	45.92	59.24	59.24	72.56

DETERMINATION: NC-23-102-13-2013-3A

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 30, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Traffic Control Trainee ^e Stage 1 (2000 hours only)	17.32	6.64	9.47	2.63	0.39	0.15	8	36.60	45.26	45.26	53.92
			· · ·								

Footnotes listed on page 44A.

DETERMINATION: NC- 23-102-13-2013-3B

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: September 30, 2013* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, and Yuba Counties.

			Employe	r Payments		_	<u>Straight</u>	-Time	Over	time Hourly	Rate
Classification (Journeyperson)	Basic Hourly	Health ^f and	Pension ^a	Vacation and	Training	Other Payments	Hours	Total Hourly	Daily	Saturday ^c	And
	Rate	Welfare		Holiday⁵				Rate	1 1/2X	1 1/2X	Holiday
STRIPER AND RELATED (CLASSIFIC	<u>ATIONS</u>									
Striper	29.44	6.54	7.55	2.48	0.34	0.13	8	46.48	61.20	61.20	75.92
Traffic Delineating Device App (Traffic Delineating Device Applicator, Pavement Marki Applicator, Traffic Protectiv System Installer, Traffic Surface Abrasive Blaster)	ings	6.54	7.55	2.48	0.34	0.13	8	45.04	59.04	59.04	73.04
Parking Lots, Game Courts, & Playgrounds Striper	24.23	6.54	7.55	2.48	0.34	0.13	8	41.27	53.385	53.385	65.50
Striper Trainee Stage 1 (1 st 2,000 hrs) Stage 2 (2 nd 2,000 hrs) Stage 3 (3 rd 2,000 hrs)	16.57 17.57 18.57	6.54 6.54 6.54	7.55 7.55 7.55	2.48 2.48 2.48	0.34 0.34 0.34	0.13 0.13 0.13	8 8 8	33.61 34.61 35.61	41.895 43.395 44.895	41.895 43.395 44.895	50.18 52.18 54.18

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at

http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012,

please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

a Includes an amount for the Annuity Trust Fund.

b Includes an amount for Supplemental Dues

c Saturdays in the same workweek may be worked at straight-time if job is shut down during the normal workweek due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the employer.

d AREA 1 - Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara Counties.

AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.

e An individual employer may employ one (1) Traffic Control Trainee for every one (1) journeyman Traffic Control Person I.

f Includes an amount for Retiree Health & Welfare

g The rates of the Laborer classifications for the craft of Traffic Control/Lane Closure (Laborer) do not apply to traffic control work associated with parking and highway improvement projects in San Joaquin, Tuolumne, and Yolo Counties. For traffic control work associated with parking and highway improvement projects in these three counties, the minimum rate of pay is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter).

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)^c

DETERMINATION: NC-23-63-1-2013-2D

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director -- Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

ан сайтаан айсан айс Айсан айсан айс			<u>Em</u>	plover Paym	ents		Straig	nt-Time	(Overtime Hourly	Rate
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours ^e	Total Hourly	Daily ^b	Saturday ^{a&b}	Sunday and Holiday
	Rate	Welfare		Holiday				Rate	1 1/2X	1 1/2X	2X
Group 1	\$40.87	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8.	\$68.03	\$88.47	\$88.47	\$108.90
Truck Crane Assistant to Engineer	\$33.55	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.71	\$77.49	\$77.49	\$94,26
Assistant to Engineer	\$31.32	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.48	\$74.14	\$74.14	\$89.80
Group 2	\$39.10	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$66.26	\$85.81	\$85.81	\$105.36
Truck Crane Assistant to Engineer	\$33.33	\$12.63	\$9.52	\$3.72	\$0,62	\$0.67	8	\$60.49	\$77.16	\$77.16	\$93.82
Assistant to Engineer	\$31.05	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.21	\$73.74	\$73.74	\$89.26
Group 3	\$37.62	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.78	\$83.59	\$83.59	\$102,40
Truck Crane Assistant to Engineer	\$33.06	\$12.63	\$9.52	\$3.72	\$0,62	\$0.67	8	\$60.22	\$76.75	\$76.75	\$93.28
Hydraulic	\$32.67	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.83	\$76.17	\$76.17	\$92.50
Assistant to Engineer	\$30.83	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.99	\$73.41	\$73.41	\$88.82
Group 4	\$35.60	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.76	\$80.56	\$80.56	\$98.36
Group 5	\$34.30	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.46	\$78.61	\$78.61	\$95.76

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html,

Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

^b Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only. All other time is paid at the Sunday/Holiday overtime rate.

⁶ For Building Construction, see page 40B

includes an amount for supplemental dues.

When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

GROUP 1 Cranes over 100 tons Derrick over 100 tons Self Propelled Boom Type Lifting Device over 100 tons

GROUP 2

Cranes over 45 tons up to and including 100 tons Derrick, 100 tons and under Self Propelled Boom Type Lifting Device, over 45 tons Tower Crane

GROUP 3 Cranes, 45 tons and under Self Propelled Boom Type Lifting Device, 45 tons and under

GROUP 4 Chicago Boom Forklift, 10 tons and over Heavy Duty Repairman/Welder

GROUP 5 Boom Cat

NOTE: For Special Single and Second Shift rates, please see page 45A.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director -- Research Unit at (415) 703-4774.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #STEEL ERECTOR AND FABRICATOR (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)" (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2013-2D

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

			Em	plover Paym	ents	•	Straig	nt-Time	0	vertime Hourly	Rate
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holidav ^d	Training	Other Payments	Hours	Total Houriy Rate	Daily ^b 1 1/2X	Saturday ^{a&b} 1 1/2X	Sunday and Holiday 2X
اربانی	11010	1101101		inonacij							2.
Group 1	\$45.42	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$72.58	\$95.29	\$95.29	\$118.00
Truck Crane Assistant to Engineer	\$37.19	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.35	\$82.95	\$82.95	\$101.54
Assistant to Engineer	\$34.67	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.83	\$79.17	\$79.17	\$96.50
Group 2	\$43.44	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8 .	\$70.60	\$92.32	\$92.32	\$114.04
Truck Crane Assistant to Engineer	\$36.94	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.10	\$82.57	\$82.57	\$101.04
Assistant to Engineer	\$34.39	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.55	\$78.75	\$78.75	\$95.94
Group 3	\$41.76	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$68.92	\$89.80	\$89.80	\$110.68
Truck Crane Assistant to Engineer	\$36.64	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.80	\$82.12	\$82.12	\$100.44
Hydraulic	\$36.21	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.37	\$81.48	\$81.48	\$99.58
Assistant to Engineer	\$34.13	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.29	\$78.36	\$78.36	\$95.42
Group 4	\$39.50	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$66.66	\$86.41	\$86.41	\$106.16
Group 5	\$38.03	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$65,19	\$84.21	\$84.21	\$103.22

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

^b Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday only. All other time is paid at the Sunday/Holiday overtime rate.

° For Building Construction, see page 40B

^d Includes an amount for supplemental dues.

GROUP 1 Cranes over 100 tons Derrick over 100 tons Self Propeiled Boom Type Lifting Device over 100 tons

GROUP 2 Cranes over 45 tons up to and including 100 tons Derrick, 100 tons and under Self Propelled Boom Type Lifting Device, over 45 tons Tower Crane GROUP 3 Cranes, 45 tons and under Self Propelled Boom Type Lifting Device, 45 tons and under

<u>GROUP 4</u> Chicago Boom Forklift, 10 tons and over Heavy Duty Repairman/Weider

GROUP 5 Boom Cat

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: LIGHT FIXTURE MAINTENANCE

DETERMINATION: NC-61-X-6-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Kings, Lake, Lassen, Madera, Marin, Mendocino, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Solano, Sonoma, Sutter, Tehama, Trinity, Tulare, Yolo and Yuba counties.

		Employer Payments				Straig	me Hourly F	<u>Rate</u>		
Classification (Journeyperson)	Basic Hourly	Health and	Pension ^a	Vacation and	Training	Hours	Total Hourly	Daily	6 th & 7th Workday	Holiday
	Rate	Welfare		Holiday			Rate	1 1/2X	1 1/2X	2X
Fixture Washer: Start	\$ 18.58	\$8.60	\$.56	\$.64	<u></u>	8	\$28.38	\$37.950	\$37.950	\$47.520
3-6 Months	20.45	8.60	.61	.71	·	8	30.37	40.900	40.900	51.430
6 Months or More	21.66	8.60	.65	.75		8	31.66	42.815	42.815	53.970
Serviceman			•							
0 - 12 Months	23.79	8.60	.71	.82		8	33.92	46.170	46.170	58.420
12 Months or More	25.19	8.60	.76	.87		8	35.42	48.395	48.395	61.370

^a 3% of the Basic Hourly Rate for the National Employees Benefit Fund which is factored at the applicable overtime multiplier.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #PILE DRIVER (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)

DETERMINATION: NC-23-63-1-2013-2B ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

		ì	<u>E</u> m	ployer Paym	ents	-	Straigh	<u>nt-Time</u>	0\	rentime Hourl	v Rate
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^b	Training	Other Payments	Hours ^d	Total Hourly Rate	Daily ^e 1 1/2X	Saturday ^a 1 1/2X	Sunday and Holiday 2X
Group 1	\$40.24	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$67.40	\$87.52	\$87.52	\$107.64
Truck Crane Assistant to Engineer	- \$33.26	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.42	\$77.05	\$77.05	\$93.68
Assistant to Engineer	\$30.98	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.14	\$73.63	\$73.63	\$89.12
Group 2	\$38.42	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$65.58	\$84.79	\$84.79	\$104.00
Truck Crane Assistant to Engineer	\$33.01	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.17	\$76.68	\$76.68	\$93.18
Assistant to Engineer	\$30.71	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.87	\$73.23	\$73.23	\$88.58
Group 3	\$36.74	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.90	\$82.27	\$82.27	\$100.64
Truck Crane Assistant to Engineer	\$32.72	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.88	\$76.24	\$76.24	\$92.60
Assistant to Engineer	\$30.49	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.65	\$72.90	\$72.90	\$88.14
Group 4	\$34.97	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.13	\$79.62	\$79.62	\$97.10
Group 6	\$32.33	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8 ·	\$59.49	\$75.66	\$75.66	\$91.82
Group 8	\$30.10	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.26	\$72.31	\$72.31	\$87.36

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

^b Includes an amount for supplemental dues.

Rate applies to the first 2 daily overtime hours only. All other time is paid at the double time rate.

When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal penod), shall constitute a day of work, for which eight (8) times the straight time houry rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

GROUP 1

Clamshells Over 7 Cu Yds Derrick Barge Pedestal Mounted Over 100 Tons Self Propelled Boom Type Lifting Device Over 100 Tons Truck Crane Or Crawler, Land Or Barge Mounted Over 100 Tons

GROUP 2

Clamshells Up To And Including 7 Cu Yds

Derrick Barge Pedestal Mounted 45 Tons Up To And Including 100 Tons Fundex F-12 Hydraulic Pile Rig

Self Propelled Boom Type Lifting Device Over 45 Tons Truck Crane Or Crawler, Land Or Barge Mounted, Over 45 Tons

Up To And Including 100 Tons

GROUP 3

Derrick Barge Pedestal Mounted Under 45 Tons Self Propelled Boom Type Lifting Device 45 Tons And Under Shid/Scow Piledriver, Any Tonnage Truck Crane Or Crawler, Land Or Barge Mounted 45 Tons And Under GROUP 4 Assistant Operator Forklift, 10 Tons And Over Heavy Duty Repairman/Welder

GROUP 6 Deck Engineer

GROUP 8 Deckhand Fireman

NOTE: For Special Single and Second Shift rates, please see page 47B.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #PILE DRIVER (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK) (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2013-2B

ISSUE DATE: August 22, 2013 EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Gienn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

			Em	ployer Payme	ents	-	Straig	ht-Time	0	vertime Hourl	v Rate
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours	Total Hourly	Daily	Saturday ^a	Sunday and Holiday
	Rate	Welfare		Holiday ^b				Rate	1 1/2X	1 1/2X	2X
Group 1	\$44.71	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$71.87	\$94.23	\$94.23	\$116.58
Truck Crane Assistant to Engineer	\$36.86	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.02	\$82.45	\$82.45	\$100.88
Assistant to Engineer	\$34.29	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.45	\$78.60	\$78.60	\$95.74
Group 2	\$42.66	\$12.63	\$9.52	\$3,72	\$0.62	\$0.67	8	\$69.82	\$91.15	\$91.15	\$112.48
Truck Crane Assistant to Engineer	\$36.59	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.75	\$82.05	\$82.05	\$100.34
Assistant to Engineer	\$33,99	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.15	\$78.15	\$78.15	\$95.14
Group 3	\$40.78	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$67.94	\$88.33	\$88.33	\$108.72
Truck Crane Assistant to Engineer	\$36.26	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.42	\$81.55	\$81.55	\$99.68
Assistant to Engineer	\$33.75	\$12.63	\$9,52	\$3.72	\$0.62	\$0.67	8	\$60.91	\$77.79	\$77.79	\$94.66
Group 4	\$38.78	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$65.94	\$85.33	\$85.33	\$104.72
Group 6	\$35.81	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.97	\$80.88	\$80.88	\$98.78
Group 8	\$33.31	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.47	\$77.13	\$77.13	\$93.78
				-							

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

^a Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

^b Includes an amount for supplemental dues.

⁶ Rate applies to the first 2 daily overtime hours only. All other time is paid at the double time rate.

GROUP 1

Clamshells Over 7 Cu Yds Derrick Barge Pedestal Mounted Over 100 Tons Self Propelled Boom Type Lifting Device Over 100 Tons Truck Crane Or Crawler, Land Or Barge Mounted Over 100 Tons

GROUP 2

Clamshells Up To And Including 7 Cu Yds Derrick Barge Pedestal Mounted 45 Tons Up To And Including 100 Tons Fundex F-12 Hydraulic Pile Rig Self Propelled Boom Type Lifting Device Over 45 Tons Truck Crane Or Crawler, Land Or Barge Mounted, Over 45 Tons Up To And Including 100 Tons

GROUP 3

Demick Barge Pedestal Mounted Under 45 Tons Self Propelled Boorn Type Lifting Device 45 Tons And Under Shid/Scow Piledriver, Any Tonnage Truck Crane Or Crawler, Land Or Barge Mounted 45 Tons And Under

<u>GROUP 4</u> Assistant Operator Forklift, 10 Tons And Over Heavy Duty Repairman/Welder

GROUP 6

Deck Engineer

GROUP 8 Deckhand

Fireman

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

87 752

47B

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #PILE DRIVER (OPERATING ENGINEER-BUILDING CONSTRUCTION)

DETERMINATION: NC-23-63-1-2013-2B1

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

			Employer Payments		-	<u>Straig</u>	ht-Time	Overtime Hourly Rate		v Rate	
Classification ^b (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^c	Training	Other Payments	Hours ^d	Total Houriy Rate	Daily 1 1/2X	Saturday ^a 1 1/2X	Sunday and Holiday 2X
Group 1	\$38.76	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$65.92	\$85.30	\$85.30	\$104.68
Truck Crane Assistant to Engineer	\$32.11	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.27	\$75.33	\$75.33	\$91.38
Assistant to Engineer	\$29.94	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.10	\$72.07	\$72.07	\$87.04
Group 2	\$37.05	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.21	\$82.74	\$82.74	\$101.26
Truck Crane Assistant to Engineer	\$31.88	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.04	\$74.98	\$74.98	\$90.92
Assistant to Engineer	\$29.69	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$56.85	\$71.70	\$71.70	\$86.54
Group 3	\$35.44	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.60	\$80.32	\$80.32	\$98.04
Truck Crane Assistant to Engineer	\$31.61	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.77	\$74.58	\$74.58	\$90.38
Assistant to Engineer	\$29.46	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$56.62	\$71.35	\$71.35	\$86.08
Group 4	\$33.74	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.90	\$77.77	\$77.77	\$94.64
Group 6	\$31.24	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.40	\$74.02	\$74.02	\$89.64
Group 8	\$29.10	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$56.26	\$70.81	\$70.81	\$85.36

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

^b For classifications within each group, see page 47.

Includes an amount for supplemental dues.

^d When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

NOTE: For Special Single and Second Shift rates, please see page 47C.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement. applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

47A

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #PILE DRIVER (OPERATING ENGINEER-BUILDING CONSTRUCTION) (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2013-2B1 ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

		Basic Health		Employer Payments		-	Straig	Straight-Time Overtime Hourt		v Rate	
Classification ^b (Journeyperson)	Basic Hourly Rate	Health and Weifare	Pension	Vacation and Holiday ^c	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ^a 1 1/2X	Sunday and Holiday 2X
Group 1	\$43.05	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$70.21	\$91.74	\$91.74	\$113.26
Truck Crane Assistant to Engineer	\$35.57	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.73	\$80.52	\$80.52	\$98.30
Assistant to Engineer	\$33.13	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.29	\$76.86	\$76.86	\$93.42
Group 2	\$41.11	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$68.27	\$88.83	\$88.83	\$109.38
Truck Crane Assistant to Engineer	\$35.32	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.48	\$80.14	\$80.14	\$97.80
Assistant to Engineer	\$32.85	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.01	\$76.44	\$76.44	\$92.86
Group 3	\$39.32	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$66.48	\$86.14	\$86.14	\$105.80
Truck Crane Assistant to Engineer	\$35.01	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.17	\$79.68	\$79.68	\$97.18
Assistant to Engineer	\$32.58	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.74	\$76.03	\$76.03	\$92.32
Group 4	\$37.39	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.55	\$83.25	\$83.25	\$101.94
Group 6	\$34.58	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.74	\$79.03	\$79.03	\$96.32
Group 8	\$32.19	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.35	\$75.45	\$75.45	\$91.54

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

^a Saturday in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather.

^b For classifications within each group, see page 47.

^c Includes an amount for supplemental dues.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the intermet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor_Code Sections 1773,1 and 1773.9, contractors shall_make_travel and/or_subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

47C

⁸⁹ 754

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: NC-23-102-1-2013-2 ISSUE DATE: AUGUST 22, 2013

EXPIRATION DATE OF DETERMINATION: JUNE 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: ALL LOCALITIES WITHIN ALAMEDA ALPINE AMADOR BUTTE CALAVERAS COLUSA CONTRA COSTA DEL NORTE EL DORADO. FRESNO, GLENN, HUMBOLDT, KINGS LAKE LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENTO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMINE, YOLO, AND YUBA COUNTIES.

Classification ^a Basic			Emple	over Payment	S		Straight-Ti	me	Overtin	ne Hourly Rate	
Classification ^a (Journeyperson)	Basic Hourly	Health and	Pension	Vacation and	Training	Other Payments	Hours	Total Hourly	Daily	Saturday ^b	Sunday/ Holiday
	Rateg	Welfare	-	Holiday				Rate	1 1/2X	1 1/2X	2X
AREA 1°											
Construction Specialist	28.59	6.64	9.47	2.63	0.39	0.15	8	47.87	62,165	62.165	76.46
Group 1; Group 1(B)	27.89	6.64	9.47	2.63	0.39	0.15	8	47.17	61.115	61.115	75.06
Group 1 (A)	28.11	6.64	9,47	2.63	0.39	0.15	8	47.39	61.445	61.445	75.50
Group 1 (C)	27.94	6.64	9.47	2.63	0.39	0.15	8	47.22	61.19	61.19	75.16
Group 1 (E)	28.44	6.64	9.47	2.63	0.39	0.15	8	47.72	61.94	61.94	76.16
Group 1 (F-1)	28.47	6.64	9.47	2.63	0.39	0.15	8	47.75	61.985	61.985	76.22
Group 1 (F-2)	27.49	6.64	9.47	2.63	0.39	0.15	8	46.77	60.515	60.515	74.26
Group 1.(G)	28.09	6.64	9.47	2.63	0.39	0.15	8	47.37	61.415	61.415	75.46
Group 2	27.74	6,64	9.47	2.63	0.39	0.15	8	47.02	60.89	60.89	74.76
Group 3; Group 3(A)	27.64	6.64	9.47	2:63	0.39	0.15	8	46.92	60.74	60.74	74.56
Group 4; Group 6(B)	21.33	6.64	9.47	2.63	0.39	0.15	8	40.61	51.275 ^d	51.275 ^d	61.94 ^d
Group 6	28.85	6.64	9.47	2.63	0.39	0.15	8	48.13	62,555	62.555	76.98
Group 6 (A)	28.35	6.64	9.47	2.63	0.39	0.15	8	47.63	61.805	61.805	75.98
Group 6 (C)	27.76	6.64	9.47	2.63	0.39	0.15	8 .	47.04	60,92	60.92	74.80
Group 7 - Stage 1 (1st 6 months)	19.35	6.64	9.47	2.63	0.39	0.15	8	38.63	48.305	48.305	57.98
Stage 2 (2 nd 6 months)	22.11	6.64	9.47	2.63	0.39	0.15	8	41.39	52,445	52.445	63,50
Stage 3 (3rd 6 months)	24.88	6.64	9.47	2.63	0.39	0.15	8	44.16	56.60	56.60	69.04
AREA 2°				-							
Construction Specialist	27.59	6.64	9.47	2.63	0.39	0.15	8	46.87	60,665	60.665	74.46
Group 1; Group 1(B) ^e	26.89	6,64	9.47	2.63	0.39	0.15	8	46.17	59.615	59.615	73.06
Group 1 (A)	27.11	6.64	9.47	2.63	0.39	0,15	8	46.39	59,945	59.945 ·	73,50
Group 1 (C)	26.94	6,64	9.47	2.63	0.39	0.15	8	46.22	59,69	59.69	73.16
Group 1 (E)	27.44	6,64	9.47	2.63	0.39	0.15	8	46.72	60,44	60.44	74.16
Group 1 (F-1)	27.47	6.64	9,47	2.63	0.39	0.15	8	46,75	60,485	60.485	74,22
Group 1 (F-2)	26.49	6.64	9,47	2.63	0.39	0.15	. 8	45.77	59.015	59.015	72.26
Group 2	26,74	6,64	9,47	2.63	0.39	0.15	8	46.02	59.39	59.39	72.76
Group 3; Group 3(A)	26.64	6,64	9.47	2.63	0.39	0.15	8	45.92	59.24	59.24	72.56
Group 4; Group 6(B)	20.33	6.64	9.47	2.63	0.39	0.15	8	39.61	49.775 ^d	49,775 ^d	59,94 ^d
Group 6	27.85	6.64	9.47	2.63	0.39	0.15	8	47.13	61.055	61.055	74.98
Group 6 (A)	27.35	6.64	9.47	2.63	0.39	0.15	8	46,63	60,305	60,305	73.98
Group 6 (C)	26.76	6.64	9.47	2.63	0.39	0.15	. 8	46.04	59.42	59.42	72.80
Group 7 – Stage 1 (1" 6 months)	18.77	6.64	9.47	2.63	0.39	0.15	8	38.05	47,435	47.435	56.82
Stage 2 (2 nd 6 months)	21.39	6.64	9.47	2.63	0.39	0.15	8	40.67	51,365	51.365	62.06
Stage 3 (3 rd 6 months)	24.07	6.64	9.47	2.63	0.39	0.15	8	43.35	55,385	55.385	67.42

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT

HTTP://WWW DIR CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTARTASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML. GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER а PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

- SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHIT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER. b
- AREA 1 ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES. с
- AREA 2 ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.
- d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.
- GROUP LANDSCAPE LABORER ON NEW CONSTRUCTION NEW CONSTRUCTION HAVE (5) DAYS WITHING (5) DAYS WITHING WEEK
 GROUP L(8), RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PACHE 50 FOR DETAILS.
 f WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 ½) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PALD AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK, FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.
 g ZONE PAY AT THREE DOLLARS (53.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE RECOUNTED HOLDATS HOLDATS FOR WHICH THE GENERAL THE VALUE AND TWACH WARE KNIE FOR HOLDATS WARE SHALL BE ALL HOLDATS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROVECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT <u>HTTP://WWW.DIR CA GOVORYLPWD</u>. HOLDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – DIRECTOR OF UPDET IN A CHIEF OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-477

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT <u>HTTP://WWW DIR CA.GOV/OPRL/PWD</u>. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

> 49 90

DETERMINATION: NC-23-102-1-2013-2 and NC-23-102-1-2L____A

CONSTRUCTION SPECIALIST ASPHALT IRONERS AND RAKERS ASPHALT IRONERS AND RAKEKS CHAINSAW CONCRETE DIAMOND CHAINSAW LASER BÉAM IN CONNECTION WITH LABORER'S WORK MASONRY AND PLASTER TENDER CAST IN PLACE MANHOLE FORM SETTERS PRESSURE PIPELAYERS DAVIS TRENCHER – 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS) STATE LICENSED BLASTERS AS DESIGNATED DIAMOND DRIV LERS DIAMOND DRILLERS DIAMOND CORE DRILLER MULTIPLE UNIT DRILLS HYDRAULIC DRILLS CERTIFIED WELDER

GROUP 1 (FOR CONTRA COSTA COUNTY ONLY, USE GROUP 1 (G) FOR SOME OF THE FOLLOWING CLASSIFICATIONS) ASPHALT SPREADER BOXES (ALL TYPES) BARKO, WACKER AND SIMILAR TYPE TAMPERS BUGGYMOBILE

CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYERS CERTIFIED ASBESTOS AND MOLD REMOVAL WORKER

CERTIFIED ASSESS TOS AND MOLD REMOVAL WORKER CERTIFIED HAZARDOUS WASTE WORKER (INCLUDING LEAD ABATEMENT) COMPACTORS OF ALL TYPES CONCRETE AND MAGNESITE MIXER AND ½ YARD CONCRETE PAN WORK CONCRETE SANDERS, CONCRETE SAW CRUBBERS AND/OR SHORING

CUT GRANITE CURB SETTER DRI PAK-IT MACHINE

FALLER, LOGLOADER AND BUCKER FORM RAISERS, SLIP FORMS

FORM RAISERS, SLIP FORMS GREEN CUTTERS HEADERBOARD MEN, HUBSETTERS, ALIGNERS BY ANY METHOD HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS, PRESSURE/OVER) HYDRO SEEDER AND SIMILAR TYPE JACKHAMMER OPERATORS LACKHAC OF DIPE OFFICE IN DEVICE

JACKHAMMER OPERALORS JACKING OF PIPE OVER 12 INCHES JACKSON AND SIMILAR TYPE COMPACTORS KETTLEMEN, POTMEN, AND MEN APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING DIPPING, OR

HANDLING OF SUCH MATERIALS) LAGGING, SHEETING, WHALING, BRACING, TRENCH-JACKING, LAGGING HAMMER MAGNESITE, EPOXY RESIN, FIBER GLASS AND MASTIC WORKERS (WET/DRY) NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF WOIDS PAVEMENT BREAKERS AND SPADERS, INCLUDING TOOL GRINDER

PAVEMENT BREAKERS AND SPADERS, INCLUDING TOOL GRINDER PERMA CURBS PRECAST-MANHOLE SETTERS PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING) PRESSURE PIPE TESTER POST HOLE DIGGERS-AIR, GAS, AND ELECTRIC POWER BROOM SWEEPERS NOW IN ALL DEPENDENT ALL PROVIDE DISCHARTS AND DEPENDENT ALL PROVIDED AND DEPENDENT ALL PROVIDANT ALL PROVIDED AND DEPENDENT ALL PR

POWER TAMPERS OF ALL TYPES, EXCEPT AS SHOWN IN GROUP 2 RAM SET GUN AND STUD GUN

NAM DI I OUN AND SI OD ON CK-SLINGER, INCLUDING PLACING OF SACKED CONCRETE AND/OR SAND (WET OR DRY) AND GABIONS AND SIMILAR TYPE ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER ROTO AND DITCH WITCH

ROTOTILLER SAND BLASTERS, POTMEN, GUNMEN, AND NOZZLEMEN

SIGNLING AND RIGGING SKILLED WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS, DOORS, PLUMBING AND ELECTRIC FIXTURES) TANK CLEANERS

TREE CLIMBERS

TRENCHLESS TECHNOLOGY LABORER- PIPE INSTALLATION, BURSTING, RELINING, OR

SIMILAR TRENCHLESS LABORER'S WORK, CAMERA CONTROLLER.

TURBO BLASTER

VIBRA-SCREED-BULL FLOAT IN CONNECTION WITH LABORER'S WORK VIBRATORS

<u>GROUP 1 (A)</u> ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER & EXPLOSIVES OF WHATEVER TYPE, REGARDLESS OF METHOD USED FOR LOADING AND PLACING JOY DRILL MODEL TWM-2A GARDENER-DENVER MODEL DH 143 AND SIMILAR TYPE DRILLS

TRACK DRILLERS JACK LEG DRILLERS

WAGON DRILLERS MECHANICAL DRILLERS-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER MECHANICAL PIPE LAYER-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER BLASTERS AND POWDERMAN

HIGH SCALERS (INCLUDING DRILLING OF SAME) TREE TOPPER

BIT GRINDER

<u>GROUP 1 (B)</u> – SEE GROUP 1 RATES SEWER CLEANERS (ANY WORKMEN WHO HANDLE OR COME IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS) SHALL RECEIVE \$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHALL RECEIVE \$5.00 PER

DAY ABOVE GROUP 1 WAGE RATES.

<u>GROUP 1(C)</u> BURNING AND WELDING IN CONNECTION WITH LABORER'S WORK SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING

GROUP L(D)

SEE FOOTNOTE A ON PAGE 49

<u>GROUP 1 (E)</u> WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS (DEEP FOOTINGS IS A HOLE 15 FEET OR MORE IN DEPTH) SHAFT IS AN EXCAVATION OVER FIFTEEN (15) FEET DEEP OF ANY TYPE

GROUP 1 (F-1) ALIGNER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

<u>GROUP 1 (F-2)</u> ALIGNER HELPER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

GROUP 1 (G) APPLIES ONLY TO WORK IN CONTRA COSTA COUNTY PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING), CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYER, PRESSURE PIPE TESTER, NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS, PRECAST MANHOLE SETTERS, CAST IN PLACE MANHOLE FORM SETTERS IN CONTRA COSTA COUNTY ONLY

<u>GROUP 1(H)</u> SEE FOOTNOTE A ON PAGE 49

<u>GROUP 2</u> ASPHALT SHOVELERS

CEMENT DUMPERS AND HANDLING DRY CEMENT OR GYPSUM CHOKE-SETTER AND RIGGER (CLEARING WORK)

CHOKE-SETTER AND RIGGER (CLEARING WORK) CONCRETE BUCKET DUMPER AND CHUTEMAN CONCRETE LABORERS (WET OR DRY) DRILLES HELPER, CHUCK TENDER, NIPPER (ONE CHUCKTENDER ON SINGLE MACHINE OPERATION WITH MINIMUM OF ONE CHUCKTENDER FOR EACH TWO MACHINES ON MULTIPLE MACHINE OPERATION. JACKHAMMERS IN NO WAY INVOLVED IN THIS ITEM.) GUINEA CHASER (STAKEMAN), GROUT CREW HIGH PRESSURE NOZZLEMAN, ADDUCTORS

HIGH PRESSURE NOZZLEMAN, ADDUCTORS HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE) LOADING AND UNLOADING, CARRYING AND HANDLING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION PITTSBURGH CHIPPER, AND SIMILAR TYPE BRUSH SHREDDERS SEMI-SKILLED WRECKER (SALVAGING OF OTHER BUILDING MATERIALS) – SEE ALSO SKILLED WRECKER (GROUP 1)

SLOPER

SLOPER SINGLEFOOT, HAND HELD, PNEUMATIC TAMPER ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1 (F) JACKING OF PIPE-UNDER 12 INCHES

GROUP 3 CONSTRUCTION LABORERS INCLUDING BRIDGE LABORERS, GENERAL LABORERS AND CLEANUP LABORERS DEMOLITION WORKER

DUMPMAN, LOAD SPOTTER FLAGPERSON/PEDESTRIAN MONITOR

FIRE WATCHER FENCE ERECTORS, INCLUDING TEMPORARY FENCING

GUARDRAIL ERECTORS GARDENER, HORTICULTURAL AND LANDSCAPE LABORERS (SEE GROUP 4, FOR LANDSCAPE MAINTENANCE ON NEW CONSTRUCTION DURING PLANT ESTABLISHMENT PERIOD)

JETTING LIMBERS, BRUSH LOADERS, AND PILERS

PAVEMENT MARKERS (BUTTON SETTERS) PAVERS/INTERLOCKING PAVERS (ALL TYPES) AND INTERLOCKING PAVER MACHINES MAINTENANCE, REPAIR TRACKMEN AND ROAD BEDS STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR TOOL ROOM ATTENDANT (JOBSTE ONLY)

<u>GROUP 3 (A)</u> – SEE GROUP 3 RATES COMPOSITE CREW PERSON (OPERATION OF VEHICLES, WHEN IN CONJUNCTION WITH LABORER'S DUTIES)

CROUP 4 ALL FINAL CLEANUP OF DEBRIS, GROUNDS AND BUILDINGS NEAR THE COMPLETION OF THE PROJECT INCLUDING BUT NOT LIMITED TO STREET CLEANERS (NOT APPLICABLE TO ENGINEERING ON HEAVY HIGHWAY PROJECTS)

CLEANING AND WASHING WINDOWS (NEW CONSTRUCTION ONLY), SERVICE LANDSCAPE LABORERS (SUCH AS GARDENER, HORICULTURE, MOWING, TRIMMING, REPLANTING, WATERING DURING PLANT ESTABLISHMENT PERIOD) ON NEW CONSTRUCTION BRICK CLEANERS (JOB SITE ONLY)

MATERIAL CLEANERS (JOB SITE ONLY)

<u>GROUP 6 (A)</u> NOZZLEMAN (INCLUDING GUNMAN, POTMAN) RODMAN

NOTE: AN ADDITIONAL DETERMINATION FOR LANDSCAPE MAINTENANCE WORK AFTER THE PLANT ESTABLISHMENT PERIOD OR WARRANTY PERIOD IS PUBLISHED ON PAGE 57 OF THESE GENERAL DETERMINATIONS.

<u>GROUP 6 (B)</u> – SEE GROUP 4 RATES GUNTTE TRAINEE (ONE GUNITE LABORER SHALL BE ALLOWED FOR EACH THREE (3) JOURNEYMAN (GROUP 6, 6A, 6C, OR GENERAL LABORER) ON A CREW. IN THE ABSENCE OF THE JOURNEYMAN, THE GUNITE TRAINER ERCEIVES THE JOURNEYMAN SCALE.). NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

<u>GROUP 7</u> LANDSCAPE LABORER TRAINEE (RATIO FOR TRAINEES IS ONE IN THREE. AT LEAST ONE SECOND PERIOD TRAINEE AND AT LEAST ONE THIRD PERIOD TRAINEE MUST BE EMPLOYED BEFORE EMPLOYING ANOTHER FIRST PERIOD TRAINEE). NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

GROUP 6 STRUCTURAL NOZZLEMAN

GROUNDMAN

GROUP 6 (C) REBOUNDMAN

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)

DETERMINATION: NC-23-102-1-2013-2A ISSUE DATE: AUGUST 22, 2013

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EXPIRATION DATE OF DETERMINATION: JUNE 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director-Research Unit for specific rates at (415) 703-4774. LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

		Employer Payments					Straight-Time			Overtime Hourly Rate		
Classification	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday ^b	Sunday/	
(Journeyperson)	Hourly	and		and		Payments		Hourly			Holiday	
	Rate ^r	Welfare		Holiday				Rate	1 1/2X	1 1/2X	2X	
AREA 1												
Construction Specialist	31.59	6.64	9.47	2.63	0.39	0.15	8	50.87	66,665	66.665	82.46	
Group 1; Group 1(B) ^e	30.89	6.64	9.47	2.63	0.39	0.15	8	50.17	65.615	65.615	81.06	
Group 1 (A)	31.11	6.64	9.47	2.63	0.39	0.15	8	50.39	65.945	65.945	81,50	
Group 1 (C)	30.94	6.64	9.47	2.63	0.39	0.15	8	50.22	65.69	65.69	81.16	
Group 1 (E)	31.44	6.64	9.47	2.63	0.39	0.15	8	50,72	66,44	66.44	82.16	
Group 1 (F-1)	31.47	6.64	9.47	2.63	0.39	0.15	8	50.75	66.485	· 66.485	82.22	
Group 1 (F-2)	30.49	6.64	9.47	2.63	0.39	0.15	8	49.77	65.015	65.015	80.26	
Group 1 (G)	31.09	6,64	9.47	2.63	-0.39	0.15	8	50.37	65,915	65.915	81.46	
Group 2	30.74	6.64	9.47	2.63	0.39	0.15	- 8	50.02	65.39	65.39	80.76	
Group 3; Group 3(A)	30.64	6.64	9.47	2.63	0.39	0.15	8	49.92	65,24	65.24	80.56	
Group 4; Group 6(B)	24.33	6.64	9.47	2.63	0.39	0.15	8	43.61	55.775 ^d	55.775 ^d	67.94 ^d	
Group 6	31.85	6.64	9.47	2.63	0.39	0.15	8	51.13	67.055	67.055	82.98	
Group 6 (A)	31.35	6.64	9.47	2.63	0.39	0.15	8	50.63	66,305	66.305	81.98	
Group 6 (C)	30.76	6.64	9.47	2.63	0.39	0.15	8	50.04	65.42	65.42	80,80	
Group 7 - Stage 1 (1" 6 months)	22.35	6.64	9.47	2.63	0.39	0.15	8	41.63	52.805	52.805	63,98	
Stage 2 (2nd 6 months)	25.11	6.64	9.47	2.63	0.39	0.15	8	44.39	56.945	56.945	69.50	
Stage 3 (3rd 6 months)	27.88	6.64	9.47 ·	2.63	0.39	0.15	8	47.16	61.10	61.10	75.04	
AREA 2°							•					
 Construction Specialist 	30.44	6.64	9.47	2.63	0.39	0.15	8	49.72	64.94	64.94	80.16	
Group 1; Group 1(B)°	29.74	6.64	9.47	2.63	0.39	0.15	8	49.02	63.89	63.89	78,76	
Group 1 (A)	29.96	6.64	9.47	2.63	0.39	0.15	-8	49.24	64.22	64.22	79.20	
Group 1 (C)	29.79	6.64	9.47	2.63	0.39	0.15	8	49.07	63,965	63.965	78.86	
Group 1 (E)	30.29	6.64	9.47	2.63	0.39	0.15	8	49.57	64.715	64.715	79.86	
Group 1 (F-1)	30.32	6.64	9.47	2.63	0.39	0.15	8	49.60	64.76	64.76	79,92	
Group 1 (F-2)	29.34	6.64	9,47	2.63	0.39	0.15	8	48.62	63,29	63.29	77.96	
Group 2	29.59	6.64	9.47	2.63	0.39	0.15	8	48.87	63,665	63,665	78.46	
Group 3; Group 3(A)	29.49	6,64	9.47	2.63	0.39	0.15	8	48.77	63,515	63,515	78.26	
Group 4; Group 6(B)	23.18	6.64	9.47	2.63	0.39	0.15	8	42.46	54.05 ^d	54.05 ^d	65.64 ^d	
Group 6	30.70	6,64	9.47	2.63	0.39	0.15	8	49,98	65,33	65.33	80.68	
Group 6 (A)	30,20	6,64	9.47	2.63	0.39	0.15	8	49.48	64.58	64.58	79.68	
Group 6 (C)	29.61	6.64	9.47	2.63	0.39	0.15	8	48,89	63,695	63,695	78,50	
Group 7 – Stage 1 (1 st 6 months)	21.62	6.64	9.47	2.63	0.39	0.15	8	40.90	51,71	51.71	62.52	
Stage 2 (2 nd 6 months)	24.24	6.64	9.47	2.63	0.39	0.15	8	43.52	55,64	55.64	67.76	
Stage 3 (3 rd 6 months)	26.92	6.64	9.47	2.63	0.39	0.15	8	46.20	59.66	59.66	73.12	

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT <u>HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP.</u> TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT <u>HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML</u>.

GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER

MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

AREA 1 - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES. AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

f ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISIONS FOR MAP DESCRIPTION AND EXCEPTIONS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT <u>HTTP://WWW.DIR CA.GOV/OPRL/PWD</u>. HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/PWD. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

50-A

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #TUNNEL WORKER (LABORER)

DETERMINATION: NC-23-102-11-2013-1 ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

	Employer Payments							<u>ght-Time</u>	Overtime Hourly Rate			
Classification (Journeyperson)	Basic Hourly	Health and	Pension	Vacation/ Holiday ^a	Training	Other Payments	Hours [¢] Þ	Total Hourly	Daily	Saturday ^d	Sunday and	
	Rate	Welfare		-				Rate	1 1/2X	1 1/2X	Holiday	
Diamond driller, groundma shotcrete nozzleman	n, gunite o \$34.10	r 6.64	9.47	2.63	0.85	0.15	8	53.84	70.89	70.89	87.94	
Rodman, shaft work and ra	ing (halann	atual an										
excavated ground level)	\$33.87	6.64	9.47	2.63	0.85	0.15	8	53.61	70.545	70.545	87.48	

Bit grinder, blaster, driller, powderman-heading, cherry pickerman-where car is lifted, concrete finisher in tunnel, concrete/screed man, grout pumpman and potman, gunite and shotcrete gunman and potman, headerman, high pressure nozzleman, miner-tunnel, including top and bottom man on shaft and raise work, nipper, nozzleman on slick line, sandblaster-potman (work assignment

interchangeable)	\$33.62	6.64	9.47	2.63	0.85	0.15	8	53.36	70.17	70.17	86.98
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Steel form raiser and setter, timberman, retimberman (wood or steel or substitute materials), tugger, cabletender, chucktender, powderman-primer house \$33.62 6.64 2.63 0.85 0.15 8 53.36 70.17 70.17 86.98 9.47 Vibratorman, pavement breaker, bull gang-mucker, trackman, concrete crew-including rodding and spreading \$33.17 52.91 69.495 86.08 6.64 9.47 2.63 0.85 0.1569.495

 Dumpman (any method), grout crew, reboundman, swamper/brakeman,

 watchman
 \$32.63
 6.64
 9.47
 2.63
 0.85
 0.15
 8
 52.37
 68.685
 68.685

When designated by an employer, state licensed blaster receives \$1.00 per hour above miner's rate.

Note: Rates for tunnel workers working in compressed air as well as their support classifications are available by request. Please contact the Office of the Director - Research Unit at (415) 703-4774.

85.00

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet (a) <u>http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</u>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <u>http://www.dir.ca.gov/das/das.html</u>.

^a Includes an amount for supplemental dues.

^b Amount is for Contract Administration Fund \$0.08 and Industry Stabilization Fund \$0.07.

^c Saturdays in the same work week may be worked at straight-time if job is shut down during the normal workweek due to inclement weather. Excludes Alameda, Contra Costa, and San Francisco Counties.

^d All work performed on Saturdays, Sundays and Holidays shall be paid for at double (2x) the regular time hourly rate, except maintenance work, in the counties of Alameda, Contra Costa, and San Francisco.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #TUNNEL WORKER (LABORER) (Special Single and Second Shift)

DETERMINATION: NC-23-102-11-2013-1A

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

]	Employer	Payments			<u>Strai</u>	<u>ght-Time</u>	Overtime Hourly Rate		
Classification	Basic	Health	Pension	Vacation/	Training		Hours ^c	Total	Daily	Saturday ^d	Sunday
(Journeyperson)	Hourly Rate	and Welfare		Holiday ^a		Payments	F .	Hourly Rate	1 1/2X	1 1/2X	and Holiday
Diamond driller, groundma	n, gunite o	r		•							
shotcrete nozzleman	\$37.10	6.64	9.47	2.63	0.85	0.15	8	56.84	75.39	75.39	93.94
Rodman, shaft work and rai	se (below	actual or									
excavated ground level)	\$36.87	6.64 .	9.47	2.63	0.85	0.15	8	56.61	75.045	75.045	93.48

Bit grinder, blaster, driller, powderman-heading, cherry pickerman-where car is lifted, concrete finisher in tunnel, concrete/screed man, grout pumpman and potman, gunite and shotcrete gunman and potman, headerman, high pressure nozzleman, miner-tunnel, including top and bottom man on shaft and raise work, nipper, nozzleman on slick line, sandblaster-potman (work assignment 6.64 interchangeable) \$36.62 9.47 2.63 0.85 0.15 8 56.36 74.67 92.98

74.67

		••••					-			,,	2.20
 teel form raiser and setter, t	imberman,	retimbern	nan (wood	or steel or s	ubstitute	materials),	tugger,	cabletender	, chucktender,		
powderman-primer house	\$36.62	6.64	9.47	2.63	0.85	0.15	8	56.36	74.67	74.67	92.98
Vibratorman, pavement brea	ker, bull ga	ng-mucke	r, trackma	n, concrete c	rew-inclu	uding					
rodding and spreading	\$36.17	6.64	9.47	2.63	0.85	0.15	8	55.91	73.995	73.995	92.08
Dumpman (any method), gro	out crew, rel	boundmar	1, swampe:	r/brakeman,							•
watchman	\$35.63	6.64	9.47	2.63	0.85	0.15	8	55.37	73.185	73.185	91.00

When designated by an employer, state licensed blaster receives \$.50 per hour above miner's rate. Note: Rates for tunnel workers working in compressed air as well as their support classifications are available by request. Please contact the Office of the Director - Research Unit at (415) 703-4774.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

Includes an amount for supplemental dues.

^b Amount is for Contract Administration Fund \$0.08 and Industry Stabilization Fund \$0.07.

e Saturdays in the same work week may be worked at straight-time if job is shut down during the normal workweek due to inclement weather. Excludes Alameda, Contra Costa, and San Francisco Counties.

^d All work performed on Saturdays, Sundays and Holidays shall be paid for at double (2x) the regular time hourly rate, except maintenance work, in the counties of Alameda, Contra Costa, and San Francisco.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at ttp://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # PARKING AND HIGHWAY IMPROVEMENT PAINTER (PAINTER) *

DETERMINATION: NC-200-X-17-2013-3

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: September 30, 2013* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within San Joaquin, Tuolumne, and Yolo counties.

		Employer Payments					Straig	<u>ht-Time</u>	Overtime Hourly Rate		
CLASSIFICATION	Basic Hourly	Health and	Pension	Vacation/ Holiday °	Training	Other	Hours	Total Hourly	Dai	ly	Holiday
	Rate	Welfare						Rate	1 1/2X	2X	2X
Striper; Layout and application of painted traffic stripes; hot thermo plastic;		•					. • .				
tape traffic stripes	^b 31.35	7.50	4.05	-	0.10	-	8	43.00	^d 58.675	74.35	74.35
Parking Lots, Gamecourts,											
Playgrounds	^b 26.65	7.50	4,05	-	0.10	-	8	38.30	^d 51.625	64.95	64.95
Protective Coating, Resurfacing, Pavement Sealing,				•	•		·				
Including Repair When Done in									•		
Conjunction With Pavement Sealing	^b 26.96	7.50	4.05	-	0.10	_ ·	8	38.61	^d 52.09	65.57	65.57

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <u>http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</u>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <u>http://www.dir.ca.gov/das/das.html</u>.

^a The minimum rate of pay for traffic control work associated with parking and highway improvement projects is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter) in San Joaquin, Tuolumne, and Yolo Counties.
^b Includes an amount withheld for Dues Check-Off.

^cIncluded in Basic Hourly Rate (\$1.91). Rate applies to the first 9 years of employment only; \$2.30 per hour worked for 10 years or more.

^dRate applies to first 4 overtime hours in any one day and for work in excess of 40 hours in any one designated work week. All other overtime is paid at the double time rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: SLURRY SEAL WORKER

DETERMINATION: NC-830-X-69-2000-1

ISSUE DATE: February 22, 2000

EXPIRATION DATE OF DETERMINATION: April 1, 2000* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba Counties.

			Employer Payments			<u>Straigh</u>	t-Time	Overtime Hourly Rates		
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	2X	Holiday 2X
Sealer/Mixer	\$14.89	1.72	.90	°.91	. -	8	\$18.42	^b \$25.865	\$33.31	\$33.31
Shuttleperson, Applicator Operator, Squeegeeperson	13.18	1.72	.90	ª.91	-	8	16.71	^b 23.30	29.89	29.89
Traffic Surface Protective Coating Applicator	15.51	1.72	.90	^a .91	-	8	19.04	^b 26.795	34.55	34.55
Traffic Controlperson	8.62	1.72	.90	°.91	-	8	12.15	^b 16.46	20.77	20.77

^a Rate applies to first year of employment only; \$1.28 per hour worked for employment over one year but less than 5 years; \$1.71 per hour worked for over 5 years but less than 10 years; \$2.08 per hour worked for 10 years or more. The overtime computations should be increased by any applicable increase in Vacation/Holiday pay.

^b Rate applies to first 4 overtime hours in any one day and for work in excess of 40 hours in any one designated work week. All other overtime is paid at the double time rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: ASBESTOS REMOVAL WORKER (LABORER)

DETERMINATION: NC-102-67-1-2013-1

ISSUE DATE: February 22, 2013

EXPIRATION DATE OF DETERMINATION: November 30, 2013* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

		- <u>-</u>	Empl	oyer Payme	ents		<u>Straig</u>	<u>ht-Time</u>	Overtime Hourly Rate		
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday ^a	Training	Other Payments	Hours	Total Hourly Rate	1-1/2X ^b	Holiday ^c 2X	
Asbestos Removal Specialist II	25.11	5.74	4.44	2.48	0.40	0.15	8	38.32	50.875	63.43	
Asbestos Removal Specialist I	22.17	5.74	0.51	2.48	0.40	0.15	8	31.45	42.535	53.62	
Asbestos Removal Worker	19.06	5.74		2.48	0.40	0.15	8	27.83	37.36	46.89	

DETERMINATION: NC-102-67-1-2013-2A

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: November 30, 2013* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Lead Removal Worker ^d	37.35	5.99	0.65	2.63	0.42	0.15	8	47.19	65.865	84.54
Lead Removal Worker ^e	36.35	5.99	0.65	2.63	0.42	0.15	8	46.19	64.365	82.54 -

^a Includes an amount for Supplemental Dues.

^bRate applies to the first 4 overtime hours in any workday or 40 hours in a workweek, and for the first 8 hours worked on the 7th consecutive day of work in a workweek.

[°] Rate applies to Holidays and to all hours worked in excess of 12 hours in any workday and for all hours worked in excess of 8 hours on the 7th consecutive day of work in a workweek.

^d Rate applies to all localities within Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo and Santa Clara Counties. ^e Rate applies to all localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.

(Recognized Holidays and Subsistence Payment footnotes listed on page 52C)

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NOTE: Asbestos Removal Workers must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations, Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further nformation, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (510) 286-7362.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # CEMENT MASON

DETERMINATION: NC-23-203-1-2013-2

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

		Employer Payments			Straight-Time		Overtime Hourly Rate		<u>y Rate</u>	
CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ^a 1 1/2X	Sunday and Holiday
Cement Mason	\$29.07	. 8.05	9.30	5.22 ^b	0.47	8	52.11	66.645	66.645°	81.18
Mastic Magnesite Gypsum, Epo Polyester, Resin and all compo masons, swing or slip form	-									
scaffolds	\$29.82	8.05	9.30	5.22 ^b	0.47	8	52.86	67.77	67.77°	82.68

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

^a Saturdays in the same work week may be worked at straight time if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant).

^b Includes an amount for supplemental dues.

^c Rate applies to the first 8 hours of work on Saturday. All other hours worked on Saturday are paid at the Sunday/Holiday rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER

DETERMINATION: NC-63-3-9-2013-1

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 30, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

·		_	Employer Payments					<u>nt-Time</u>	<u>Over</u>	<u>y Rate</u>	
CLASSIFICATION	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily⁵	Saturday ^b	Sunday/
(JOURNEYPERSON)	Hourly	and		and		Paymen	t	Hourly			Holiday
	Rate	Welfare	a	Holiday				Rate	1 1/2X	1 1/2X	2X
Group 1	\$41,06	12.63	8.24	5.27	0.33	0.19	8	67.72	88.25	88.25	108.78
Group 2	39.06	12.63	8.24	5.27	0.33	0.19	8	65.72	85.25	85.25	104.78
Group 3	32.92	12.63	8.24	5.27	0.33	0.19	8	59.58	76.04	76.04	92.50
Group 4	27.69	12.63	8.24	5.27	0.33	0.19	8	54.35	68.195	68.195	82.04

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<u>http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</u>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <u>http://www.dir.ca.gov/das/das.html</u>.

^aAmount shall be paid for all hours worked up to 173 hours per month.

^bRate applies to the first 4 daily overtime hours, Monday through Friday, and the first 8 hours on Saturday. All other overtime is paid at the Sunday/Holiday overtime rate.

CLASSIFICATIONS:

<u>Group 1</u>	Group 2	Group 3	Group 4
ASNT Level II-III	AWS-CWI	Geotechnical Driller	ACI
DSA Masonry	ICC Certified Structural Inspector	Soils/Asphalt	Drillers Helper
DSA Shotcrete	NICET Level III	Earthwork Grading	ICC Fireproofing
Lead Inspector	Shear Wall/Floor System Inspector	Excavation and Backfill	NICET Level I
NICET Level IV	Building/Construction Inspector	NICET Level II	Proofload Testing
NDT Level Two			Torque Testing
	•		NDT Level One

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER (SECOND SHIFT)

DETERMINATION: NC-63-3-9-2013-1

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 30, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

		-	En	<u>iployer Pay</u>	ments		<u>Straigh</u>	<u>nt-Time</u>	<u>Overt</u>	ime Hourly	Rate
CLASSIFICATION	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily ^b	Saturday ^b	Sunday/
(JOURNEYPERSON)	Hourly	and		and		Paymen	t	Hourly	r		Holiday
	Rate	Welfare	a	Holiday				Rate	1 1/2X	1 1/2X ·	2X
Group 1	\$46.17	12.63	8.24	5.27	0.33	0.19	8	72.83	95.915	95.915	119.00
Group 2	43.92	12.63	8.24	5.27	0.33	0.19	8	70.58	92.54	92.54	114.50
Group 3	37.01	12.63	8.24	5.27	0.33	0.19	8	63.67	82.175	82.175	100.68
Group 4	31.13	12.63	8.24	5.27	0.33	0.19	8	57.79	73.355	73.355	88.92

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<u>http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp</u>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <u>http://www.dir.ca.gov/das/das.html</u>.

^aAmount shall be paid for all hours worked up to 173 hours per month.

^bRate applies to the first 4 daily overtime hours, Monday through Friday, and the first 8 hours on Saturday. All other overtime is paid at the Sunday/Holiday overtime rate.

CLASSIFICATIONS:

Group 1	<u>Group 2</u>	<u>Group 3</u>	Group 4
ASNT Level II-III	AWS-CWI	Geotechnical Driller	ACI
DSA Masonry	ICC Certified Structural Inspector	Soils/Asphalt	Drillers Helper
DSA Shotcrete	NICET Level III	Earthwork Grading	ICC Fireproofing
Lead Inspector	Shear Wall/Floor System Inspector	Excavation and Backfill	NICET Level I
NICET Level IV	Building/Construction Inspector	NICET Level II	Proofload Testing
NDT Level Two			Torque Testing
			NDT Level One

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government. Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TEAMSTER (APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

DETERMINATION: NC-23-261-1-2013-1

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

			Em	oloyer Paym	<u>énts</u>		Straigh	<u>t-Time</u>	<u>Ov</u> e	rtime Hou	rly Rate
Classification ^g	Basic	Health	Pension	Vacation/	Training	; Other	Hours	Total	Daily	Saturday ^b	Sunday/
(Journeyperson)	Hourly	and		Holiday		Payments		Hourly			Holiday
	Rate	Welfare	;					Rate	1 1/2X	1 1/2X	2X
Group 1	\$27.44	\$14.74	\$5.50	\$2.15	\$0.85	ª \$0.53	8	\$51.21	\$64.93	\$64.93	\$78.65
Group 2	27.74	14.74	5.50	2.15	0.85	°0.53	8	51.51	65.38	65.38	79.25
Group 3	28.04	14.74	5.50	2.15	0.85	° 0.53	8	51.81	65.83	65.83	79.85
Group 4	28.39	14.74	5.50	2.15	0.85	° 0.53	8	52.16	66.355	66.355	80.55
Group 5	28.74	14.74	5.50	2.15	0.85	°0.53	8	52.51	66.88	66.88	81.25
Group 6		USE DUI	MP TRUC	K YARDAO	JE RATE						
Group 7		USE APP	PROPRIAT	E RATE FO	OR THE J	POWER U	NIT OR	THE E	QUIPME	NT UTILI	ZED

Group 8 (Trainee)^c

^d Step I – 1^{st} 1000 Hours ^e Step II – 2^{nd} 1000 Hours

^f Step III – 3rd 1000 Hours

^a Supplemental Dues and Contract Administration.

^b Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.

[°] An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

^d Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^e Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^f Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^g For classifications within each group, see page 56.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

DETERMINATION: NC-23-261-1-2013-1 and NC-23-261-1-2013-1A

CLASSIFICATIONS:

GROUP 1

Dump Trucks under 6 yards Single Unit Flat Rack (2 axle unit) Nipper Truck (When Flat Rack Truck is used appropriate Flat Rack shall apply) Concrete pump truck (When Flat Rack Truck is used appropriate Flat Rack shall apply) Concrete pump machine Snow Buggy Steam Cleaning Bus or Manhaul Driver Escort or Pilot Car Driver Pickup Truck Teamster Oiler/Greaser/and or Serviceman Hook Tenders Team Drivers Warehouseman Tool Room Attendant (Refineries) Fork Lift and Lift Jitneys Warehouse Clerk/Parts Man Fuel and/or Grease Truck Driver or Fuelman Truck Repair Helper Fuel Island Attendant, or Combination Pit and/or Grease Rack and Fuel Island Attendant

GROUP 2

Dump Trucks 6 yards Under 8 yards Transit Mixers through 10 yards Water Trucks Under 7000 gals. Jetting Trucks Under 7000 gals. Single Unit flat rack (3 axle unit) Highbed Heavy Duty Transport Scissor Truck Rubber Tired Muck Car (not self-loaded) Rubber Tired Truck Jumbo Winch Truck and "A" Frame Drivers Combination Winch Truck With Hoist Road Oil Truck or Bootman Buggymobile Ross, Hyster and similar Straddle Carrier Small Rubber Tired Tractor Truck Dispatcher

GROUP 3

Dump Trucks 8 yards and including 24 yards Transit Mixers Over 10 yards Water Trucks 7000 gals and over Jetting Trucks 7000 gals and over Vacuum Trucks under 7500 gals Trucks Towing Tilt Bed or Flat Bed Pull Trailers Heavy Duty Transport Tiller Man Tire Repairman

GROUP 3 (continued)

Truck Mounted Self Propelled Street Sweeper with or without Self-Contained Refuse Bin and or Vacuum Unit

Boom Truck - Hydro-Lift or Swedish Type Extension or Retracting Crane

P.B. or Similar Type Self Loading Truck Combination Bootman and Road Oiler

Dry Distribution Truck (A Bootman when employed on such equipment, shall receive the rate specified for the classification of Road Oil Trucks or Bootman) Ammonia Nitrate Distributor, Driver and Mixer

Snow Go and/or Plow

<u>GROUP 4</u>

Dump Trucks over 25 yards and under 65 yards Vacuum Trucks over 7500 gals Truck Repairman Water Pulls - DW 10s, 20s, 21s and other similar equipment when pulling Aqua/pak or Water Tank Trailers Helicopter Pilots Lowbed Heavy Duty Transport (up to and including 7 axles) DW 10s, 20s, 21s and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type Equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers

<u>GROUP 5</u>

Dump Truck 65 yards and over Holland Hauler Lowbed Heavy Duty Transport (over 7 axles)

<u>GROUP 6</u> (Use dump truck yardage rate) Articulated Dump Truck Bulk Cement Spreader (w/ or w/o Auger) Dumpcrete Truck Skid Truck (Debris Box) Dry Pre-Batch Concrete Mix Trucks Dumpster or Similar Type Slurry Truck

<u>GROUP 7</u> (Use appropriate Rate for the Power Unit or the Equipment Utilized) Heater Planer Asphalt Burner Scarifier Burner Fire Guard Industrial Lift Truck (mechanical tailgate) Utility and Clean-up Truck Composite Crewman

GROUP 8 Trainee

Traine

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TEAMSTER (SPECIAL SINGLE SHIFT RATE) (APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

DETERMINATION: NC-23-261-1-2013-1A

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

• •		<u></u>	Em	<u>oloyer Paym</u>	ents		Straig	<u>ht-Time</u>	Ov	ertime Hou	rly Rate
Classification ^g	Basic	Health	Pension	Vacation/	Training	Other	Hours	Total	Daily	Saturday ^b	Sunday/
(Journeyperson)	Hourly	/ and	• •	Holiday		Payments		Hourly			Holiday
	Rate	Welfare	e .					Rate	1 1/2X	1 1/2X	2X
Group 1	\$29.44	\$14.74	\$5.50	\$2.15	\$0.85	^a \$0.53	8	\$53.21	\$67.93	\$67.93	\$82.65
Group 2	29.74	14.74	5.50	2.15	0.85	0.53	8	53.51	68.38	68.38	83.25
Group 3	30.04	14.74	5.50	2,15	0.85	0.53	8	53.81	68.83	68.83	83.85
Group 4	30.39	14.74	5.50	2.15	0.85	0.53	8	54.16	69.355	69.355	84.55
Group 5	30.74	14.74	5.50	2.15	0.85	0.53	8	54.51	69.88	69.88	85.25
Group 6		USE DU	MP TRUC	K YARDAO	JE RATE		2				
Group 7		USE API	PROPRIAT	E RATE FO	OR THE I	POWER U	NIT OI	R THE E	QUIPME	ENT UTILI	ZED

Group 8 (Trainee)^c

^d Step I – 1^{st} 1000 Hours

^e Step II – 2^{nd} 1000 Hours

^f Step III – 3rd 1000 Hours

^a Supplemental Dues and Contract Administration.

^b Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.

^c An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

^d Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^e Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^f Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^g For classifications within each group, see page 56.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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CRAFT: ## LANDSCAPE MAINTENANCE LABORER

(APPLIES ONLY TO ROUTINE LANDSCAPE MAINTENANCE WORK NOT NEW LANDSCAPE CONSTRUCTION)¹

DETERMINATION: NC-LML-2013-1

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: September 30, 2013* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

subsequent determination is issued.			Emp	lover Payment	<u>s</u>		Straig	ht_Time	<u>Overtime</u>
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2x
Alameda	8.00	0:43	_ ·	^a 0.14	0.24	-	8	^b 8.81	^ь 12.81
Alpine, El Dorado	8.00	-	· -	0.12	0.14	· -	8	8.26	12.26
•	8.00		-	0.14	0.16	_ •	8	8.30	12.30
Amador	8.00	-	-	0.16	0.06	-	8	8.22	12.22
Butte, Glenn, and Plumas	8.00	0.16	-	°0.13	0.05	· -	8	^ь 8.34	ь 12.34
Calaveras	8.00	-		0.10	0.12	-	8	8.22	12.22
Colusa and Sutter	8.00	-	-	0.12	0.14		8	8.26	12.26
	8.00		-	0.14	0.16	-	8	8.30	12.30
Contra Costa	10.00	-	-	-	0.12	-	8	10.12	15.12
Del Norte and Humboldt	8.00	- ·	-	0.25	0.07	-	8	8.32	12.32
Fresno	8.00	-	-	0.11	-	-	8	8.11	12.11
	8.00	-	-	^d 0.19	0.19	-	8	^b 8.38	^b 12.38
Kings	8.00		-	°0.25	0.25	-	8	^b 8.50	^b 12.50
Lake and Mendocino	8.00	-	-	f0.13	0.03	-	8	^b 8.16	^ь 12.16
	8.00	-	-	^g 0.14	0.03	-	8	^b 8.17	^в 12.17
Lassen, Modoc, Shasta,									
Siskiyou and Trinity	8.00	-	-	0.31	0.09	-	8	8.40	12.40
Madera, Mariposa and Merced	8.00	-	-	0.115	0.115	-	8	8.23	12.23
Marin	10.00	-,		-	0.12		8	10.12	15.12
Monterey	8.00	-	-	0.14	0.22	-	8	8.36	12.36
	8.00	-	-	0.16	0.25	-	8	.8.41	12.41
Napa	8.00	-	-	^q 0.11	0.14	-	8	8.25	12.25
Nevada and Sierra	8.00	-	-	0.16	0.19	-	8	8.35	12.35
Placer	8.00	-	-	0.12	0.14	-	8	8.26	12.26
Sacramento	8.00	-		0.16	-	-	8	8.16	12.16
	8.00	-	-	0.15	-	-	8	8.15	12.15
San Benito	8.00	-	. -	^h 0.15	0.18		8,	^в 8.33	^b 12.33
San Francisco	9.00	-	-	0.17	0.17	-	8	9.34	13.84
San Joaquin	8.00	0.37		0.12	0.12	- `	8	^b 8.61	^b 12.61
San Mateo	8.00	0.43	-	^j 0.12	0.14		8	^b 8.69	^b 12.69
·	8.00	-	-	^k 0.13	0.17	-	8	^b 8.30	^b 12.30
Santa Clara	8.00	0.03	-	¹ 0.13	0.18	- ·	8	^b 8.34	^b 12.34
Santa Cruz	8.00	-		-0.16			8 -	8.16	12.16
	8.00	-	-	0.19		-	8	8.19	12.19
Solano	8.00	-	-	-	0.07	-	8	8.07	12.07
Sonoma	8.00		-	^m 0.13	0.16	-	8	^b 8.29	^b 12.29
,	8.00	0.38	-	" 0.15	0.19	-	8	^b 8.72	^b 12.72
Stanislaus and Tuolumne	8.00	• .	-	0.115	0.14	· -	8	8.255	12.255
· · ·	8.00	-	-	° 0.13	0.11	-	8	^ь 8.24	^b 12.24
Tehama	8.00	-	-	0.12	0.19	-	8	8.31	12.31
Tulare	8.00	0.69	-	₽0.12	-	-	8	ь 8.81	^b 12.81
Yolo	8.00	-	-	-	0.14		8	8.14	12.14
	8.00	-	• ,	-	0.19	- .	8	8.19	12.19
Yuba	8.00	•		0.14	0.16	<u>-</u> -	8 .	8.30	12.30

Craft is not apprenticeable

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

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DETERMINATION: NC-LML-2013-1

- \$0.20 after 3 years of service; \$0.27 after 5 years of service.
- Computation is based on first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes. \$0.25 after 7 years of service.
- ^d \$0.38 after 3 years of service.
- e. \$0.37 after 5 years of service; \$0.49 after 15 years of service.
- ^f \$0.19 after 1 year of service; \$0.25 after 2 years of service.
- ^g \$0.22 after 1 year of service; \$0.29 after 2 years of service.
- ^h \$0.31 after 5 years of service.
- ⁱ \$0.24 after 5 years of service.
- ¹ \$0.23 after 2 years of service; \$0.35 after 6 years of service.
- ^k \$0.26 after 1 year of service; \$0.39 after 5 years of service.
- ¹ \$0.27 after 1 year of service; \$0.40 after 5 years of service.
- ^m. \$0.26 after 7 years of service.
- ⁿ \$0.31 after 3 years of service; \$0.46 after 7 years of service.
- ^{o.} \$0.27 after 3 years of service; \$0.40 after 5 years of service.
- ^{p.} \$0.23 after 2 years of service.
- ^q \$0.23 after 7 years of service.

¹ This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period). The following is a description of the landscape work cover under this determination:

ROUTINE – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.

COMPLEX - servicing of irrigation and sprinkler systems, repairing of equipment use in such landscape maintenance.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at

<u>p://www.dir.ca.gov/OPRL/PWD</u>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – .esearch Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <u>http://www.dir.ca.gov/OPRL/PWD</u>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # TUNNEL/UNDERGROUND (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK)

DETERMINATION: NC-23-63-1-2013-2C ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director -- Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

				Emp	oloyer Paym	ients		5	Straight-Tim	ie		Overtime	Hourly Rate	<u> </u>
Classification (Journeyperson)	Но	urly ate	Health and Welfare	Pension	Vacation and Holiday ^c	Training	Other Payments	Hours ^e	Но	otal urly ate	Satu	illy/ rday ^d /2X →	Hol	ay and iday 2X
Classification Group	Area 1ª	Area 2 ^b							Area 1ª	Area 2 ^b	Area 1ª	Area 2 ^b	Area 1ª	Area 2 ^b
Underground Rate	Alea I	Area z							Alea I	Aleaz	Area	Aleaz	Alea I	Alea Z
Group 1-A	\$37,49	\$39,49	\$12.63	\$9.52	\$3.72	\$0,62	\$0.67	8	\$64,65	\$66.65	\$83.40	\$86.40	\$102.14	\$106,14
- Group 1	\$35.02	\$37.02	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.18	\$64.18	\$79.69	\$82.69	\$97.20	\$101.20
Group 2	\$33.76	\$35.76	\$12.63	\$9.52	\$3.72	\$0.62	\$0,67	8	\$60.92	\$62.92	\$77.80	\$80.80	\$94.68	\$98.68
Group 3	\$32.43	\$34.43	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.59	\$61,59	\$75.81	\$78.81	\$92.02	\$96.02
Group 4	\$31.29	\$33.29	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$58.45	\$60.45	\$74.10	\$77.10	\$89.74	\$93.74
Group 5	\$30.15	\$32.15	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.31	\$59.31	\$72.39	\$75.39	\$87,46	\$91.46
Shafts Stopes & Raises														
Group 1-A	\$37.59	\$39.59	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.75	\$66.75	\$83.55	\$86.55	\$102,34	\$106.34
Group 1	\$35,12	\$37.12	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$62.28	\$64.28	\$79.84	\$82.84	\$97.40	\$101.40
Group 2	\$33.86	\$35.86	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.02	\$63.02	\$77.95	\$80.95	\$94.88	\$98.88
Group 3	\$32.53	\$34.53	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$59.69	\$61.69	\$75.96	\$78.96	\$92.22	\$96.22
Group 4	\$31.39	\$33.39	\$12.63	\$9.52	\$3.72	\$0,62	\$0.67	8	\$58.55	\$60.55	\$74.25	\$77.25	\$89.94	\$93.94
Group 5	\$30.25	\$32.25	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$57.41	\$59.41	\$72.54	\$75.54	\$87.66	\$91.66

CLASSIFICATIONS:

<u>GROUP 1-A</u>	GROUP 2	<u>GROUP 4</u>
Tunnel Bore Machine Operator - 20 feet in diameter or more	 Combination Slusher and Motor Operator 	Combination Slurry Mixer Cleaner
	Concrete Pump or Pumpcrete Guns	Grouting Machine Operator
GROUP 1	Power Jumbo Operator	Motorman
Heading Shield Operator		· · · ·
Heavy Duty Repairman/Welder	GROUP 3	GROUP 5
Mucking Machine	Drill Doctor	Bit Sharpener
Raised Bore Operator	Mine or Shaft Hoist	Brakeman
Tunnel Mole Bore Operator		Combination Mixer and Compressor (Gunite)
Tunnel Boring Machine Operator 10 ft up to 20 ft		Compressor Operator
		Assistant to Engineer
		Pump Operator

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWage/Endicates. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

Slusher Operator

* AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino,

Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed on page 41). ^o Includes an amount for supplemental dues.

^d Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

When three shifts are employed for five (5) or more consecutive days, seven and one-half (7 1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

NOTE: For Special Single and Second Shift rates, please see page 58A.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRI/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit 4(415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # TUNNEL/UNDERGROUND (OPERATING ENGINEER-HEAVY AND HIGHWAY WORK) (SPECIAL SINGLE AND SECOND SHIFT)

DETERMINATION: NC-23-63-1-2013-2C

ISSUE DATE: August 22, 2013

EXPIRATION DATE OF DETERMINATION: June 29, 2014** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

				Emp	olover Paym	nents		St	aight-Time			Overtime l	Jourly Rate	2
Classification	Ba	sic	Health	Pension	Vacation	Training	Other	Hours	To	tal	Da	ily/	Sunday	, and
(Journeyperson)	Но	unly	and		and		Payments		Ho	urly	Satu	rday ^d	Hol	iday
	., Ra	ate	Welfare		Holiday⁰				Ra	ate	11	/2X	2	x
Classification Group														
	; Area 1ª	Area 2 ^b							Area 1ª	Area 2 ^b	Area 1ª	Area 2 ^b	Area 1ª	Area 2 ^b
Underground Rate														
Group 1-A	\$41.62	\$43.62	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$68.78	\$70.78	\$89.59	\$92.59	\$110.40	\$114.40
Group 1	\$38.83	\$40.83	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$65.99	\$67.99	\$85.41	\$88.41	\$104.82	\$108.82
Group 2	\$37.42	\$39.42	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.58	\$66.58	\$83.29	\$86.29	\$102.00	\$106.00
Group 3	\$35.94	\$37.94	\$12.63	\$9.52	\$3,72	\$0.62	\$0.67	8	\$63.10	\$65.10	\$81.07	\$84.07	\$99.04	\$103.04
Group 4	\$34.64	\$36.64	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$61.80	\$63,80	\$79.12	\$82.12	\$96.44	\$100.44
Group 5	\$33.37	\$35.37	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.53	\$62.53	\$77.22	\$80.22	\$93.90	\$97.90
Shafts Stopes & Raises														
Group 1-A	\$41.73	\$43.73	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$68.89	\$70.89	\$89.76	\$92.76	\$110.62	\$114.62
Group 1	\$38.94	\$40.94	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$66.10	\$68.10	\$85.57	\$88.57	\$105.04	\$109.04
Group 2	\$37.53	\$39.53	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$64.69	\$66.69	\$83.46	\$86.46	\$102.22	\$106.22
Group 3	\$36.05	\$38.05	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$63.21	\$65.21	\$81.24	\$84.24	\$99.26	\$103.26
Group 4	\$34.75	\$36.75	\$12.63	\$9.52	\$3.72	\$0,62	\$0.67	8	\$61.91	\$63.91	\$79.29	\$82.29	\$96.66	\$100.66
Group 5	\$33.48	\$35.48	\$12.63	\$9.52	\$3.72	\$0.62	\$0.67	8	\$60.64	\$62.64	\$77.38	\$80.38	\$94.12	\$98.12

GROUP 1-A	GROUP 2	GROUP 4
Tunnel Bore Machine Operator - 20 feet in diameter or more	Combination Slusher and Motor Operator	Combination Slurry Mixer Cleaner
	Concrete Pump or Pumpcrete Guns	Grouting Machine Operator
GROUP 1	Power Jumbo Operator	Motorman
Heading Shield Operator		
Heavy Duty Repairman/Welder	GROUP 3	GROUP 5
Mucking Machine	Drill Doctor	Bit Sharpener
Raised Bore Operator	Mine or Shaft Hoist	Brakeman
Tunnel Mole Bore Operator	1	Combination Mixer and Compressor (Gunite)
Tunnel Boring Machine Operator 10 ft up to 20 ft		Compressor Operator
•		Assistant to Engineer

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

Pump Operator Slusher Operator

^b AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties.

 AREA 2 - Modoc, and portions of Alpine, Armader, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties failing in each area detailed on page 41).

Includes an amount for supplemental dues.

^a Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is no file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

58A

Attachment 3

Prevailing Wage Determination

San Francisco – Subtrades

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

FURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SAN FRANCISCO COUNTY

DEIE	RMINATION: SFR-2013-2					EMPLOY	ER PAYMEN			STRAIC	HT-TIME	OVER	TIME HOURLY	RATE
	CRAFT (JOURNEY LEVEL)	ISSUE DATE.	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DALY	SATURDAY	SUNDAY AND HOLIDAY
¥	BRICKLAYER, BLOCKLAYER:	1				1		1		1			1	
142 C.	BRICKLAYER, BLOCKLAYER,	8/22/2013	04/30/2014*	A 36.560	9.690	13.300	в 3.400	0.800	c 1.250	D 8.0	65.000	Е 84,980	E 84.980	104.960
	STONEMASON POINTER, CLEANER, CAULKER,		,				a	·····			4			
-	WATERPROOFER	8/22/2013	06/30/2014**	A 41.270	9.690	9.500	F -	1.420	0.400	D 8.0	62.280	82.920	G 82.920	103.550
¥ 5	BRICK TENDER	8/22/2013	04/30/2014*	A 32.130	9.500	9.900	F -	0.340	-	8.0	51.870	н 67.930	н 67.930	84.000
#	CARPET, LINOLEUM,					5				, in the second s				
	SOFT FLOOR LAYER	2/22/2013	12/31/2013**	A 44.820	9.700	7.800	(F	0.530	0.340	8.0	63.190	J 85.600	J 85.600	108.010
2	FLOOR COVERING HANDLER AFTER 3	2/22/2013	12/31/2013**	A 22.390	9.700	3.910	I -	0.050	0.340	8.0	36.390	J 47.580	J 47.580	58.780
· • . • •	YEARS FLOOR COVERING HANDLER LESS				0.700	0.400	**************************************					}		
- -	THAN 3 YEARS	2/22/2013	12/31/2013**	A 17.900	9.700	3.120	1	0.050	0.340	8.0	31.110	J 40.060	J 40.060	49.010
	FLOOR COVERING HANDLER	2/22/2013	12/31/2013**	A 14.310	9.700	2.500	- i	0.050	0.340	8.0	26.900	J 34.060	J 34.060	41,210
a İsaa	TRAINEE, FIRST 3 MONTHS FLOOR COVERING HANDLER	n Narago ang sang sang sang sang sang B	in the second second second second second second second second second second second second second second second	f e seconde a consecutor de la consecutor d	e marine de la Marine de Marine de 1	fan an a	la en ante en el	1 5 # 72.1 (1.1.6.4) 6 (1.6.5)		e de la sue com com	n Jacobian an Angelon, Ru	a Al Alberto Marcal I. C.	and the second second	
	TRAINEE, SECOND 3 MONTHS	2/22/2013	12/31/2013**	A 16.110	· 9.700	2.810	- I	0.050	0.340	8,0	29.010	ј 37.07 0	J 37.070	45.120
#	ELECTRICIAN:			1					1		2 2			
• [447-0]	COMM & SYSTEM INSTALLER	2/22/2013	11/30/2013**	31.120	8.850	к 5.000	1	1.100	L 0.210	8.0	47.370	м 63.480	м 63.480	79.590
1.	COMM & SYSTEM TECH.	2/22/2013	11/30/2013**	35.430	8,850	к 5.000	6 -	1.100	L 0.210	8.0	51.830	м 70.170	м 70.170	88.510
1	INSIDE WIREMAN	8/22/2013	05/31/2014*	56.920	12.980	N 11.420	F -	0.765	0.380	o 7.0	84.170	P 113.490	a 142.800	142.800
	CABLE SPLICER	8/22/2013	05/31/2014*	64.040	12.980	N 11.420	F -	0.765	0.380	o 7.0	91.510	р 124.490	Q 157.470	157.470
#	FIELD SURVEYOR:						·		1			1		
R	CHIEF OF PARTY	2/22/2013	02/28/2014**	37.090	12.130	s 9.360	т 3.170	0.720	0.160	8.0	62.630	U 81.180	v 81.180	99.720
R	INSTRUMENTMAN	2/22/2013	02/28/2014**	34.000	12.130	s 9.360	т 3.170	0.720	0.160	8.0	59.540	U 76.540	v 76.540	93.540
R	CHAINMAN/RODMAN	2/22/2013	02/28/2014**	31.120	12.130	2	т 3.170	0.720	0.160	8.0	56.660	U 72.220	v 72.220	87.780
# [GLAZIER	2/22/2013	12/31/2013**	પ્રવેશન પ્રાથમ છે. પ્	a shane a share w 11.390	-	0.500	x 0.380	8.0	63.800	Y 84.720	105.630	105.630	
# Z	MARBLE FINISHER	8/22/2013		AA 28.050	9.690	3.870		0.450	0.530	8.0		АВ 56.610	70.640	70.640
# Z	MARBLEMASON	8/22/2013	07/31/2014*	AA 39.300	9.690	11.990	files -	0.800	0.730	8.0	62.510	AB 82.160	101.810	101.810
#	PAINTER:							i 			l laine an a			
	BRUSH AND SPRAY	2/22/2013	12/31/2013**	General en en en en en en en en en en en en en	9.700	જે તે આ જ	 Comparison and Comparison and Comparis	0.410	0.380	D 8.0	58.120	76.830	AD 76.830	95.550
. (INDUSTRIAL PAINTER SANDBLASTER, STEAM CLEANER,	2/22/2013		AC 37.680	1	s 10.200	ş. 	0.410	0.380	D 8,0	58.370	77.210	AD 77.210	96.050
e F F	WATERBLASTER	2/22/2013	12/31/2013**	en en en en en en en en en en en en en e	an an an an an an an an an an an an an a	den en	4. Company and an exercise	0.410	0,380	D 8.0	58.620	77.580	AD 77.580	96.550
	EXOTIC MATERIALS	2/22/2013	12/31/2013**		·	s 10.200	" a fragment of an analysis based	0.410	0.380	D 8.0	58.870	77.960	AD 77.960	97.050
. j	PAPERHANGER/WALLCOVERING	2/22/2013	12/31/2013**	alah yana sa sa sa sa sa	press press and the second second	de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la	Cara da ser de la cara de la cara de la cara de la cara de la cara de la cara de la cara de la cara de la cara	0.410	0.380	D 8.0	59,120	78.330	AD 78.330	97.550
· j	TAPER	2/22/2013	12/31/2013**	ng'a 1818 kala k	and a second second second second second second second second second second second second second second second	10.060	(AF ~	0.360	0.290	8.0	60.730	77.430	na fa sa ana sa	AD 94.140
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#	PLASTERER	8/22/2013 8/22/2013	06/30/2014**	deres and the second second	Contract of the second		en en en e	0.950	0.800	D 8.0	5 e e e e e e e	AJ 76.460	AJ 76.460	91.930
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:	REFRIGERATION FITTER (HVAC)	8/22/2013	06/30/2014**	an 62.000	16.460	19.830	F -	4.900	AO 1.750	7.0	104.940	AP 135.940	AQ 135.940	166.940
	PLUMBING SERVICE AND REPAIR	8/22/2013	06/30/2014**	AN 52.700	16.140	18.400	€ F -	4.070	AO 1.800	8.0	93.110	AR 119.460	G 119.460	145.810
<u>;</u> •••	AIR CONDITIONING &		r · · · · · · · · · · · · · · · · · · ·	1945 H - 143 H 4 ≰		· · · · ·		1		,	фанны, н. ш. 		after and the second	
a An an an	REFRIGERATION/HVAC - SERVICE WORK	8/22/2013	06/30/2014**	AN 62.000	16.460	19.830	F	4.900	AO 1.750	8.0	104.940	AR 135.940	G 135.940	166.940
	LANDSCAPE/IRRIGATION PIPEFITTER	8/22/2013	06/30/2014**	a 52.700	13.740	AS 14.900	F -	1.810	0.750	8.0	83.900	110.250	AT 110.250	136.600
		8/22/2013	06/30/2014**	a 52.700	13.740	AS 14.900	F - `	1.810	0.750	8.0	83.900	110.250	AT 110.250	136.6
-	SPRINKLER FITTER (FIRE PROTECTION AND FIRE CONTROL SYSTEMS)	8/22/2013	07/30/2014*	a 52.420	8.770	15.500	F -	1.100	0.400	8.0	78.190	104.400	104.400	130.610

GENERAL PREVAILING WAGE DEFERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SAN FRANCISCO COUNTY

TERMINATION: SFR-2013-2					EMPLO	ER PAYMEN	TS		STRAIG	HT-TIME		OVERT	ME HOUR	LY RATE
CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	C	OALY	SATURDA	SUNDAY AND HOLIDAY
ROOFER	8/22/2013	07/31/2014**	30.810	7.600	5.020	3.490	0.550	0.450	8.0	47.920	AU	63.320	AU 63.32	0 78.730
BITUMASTIC, ENAMELER, PIPE WRAPPER, COAL TAR PITCH BUILD-UP	8/22/2013	07/31/2014**	32.810	7.600	5.020	3.490	0.550	0.450	8.0	49.920	AU	66.330	AU 66.33	0 82.730
MASTIC WORKER, KETTLEMAN (2 KETTLES WITHOUT PUMPS)	8/22/2013	07/31/2014**	31.060	7.600	5.020	3.490	0.550	0.450	8.0	48.170	. AU	63.700	AU 63.70	0 79.230
SHEET METAL WORKER	8/22/2013	06/30/2014**	AC 52.800	AV 12.860	AS 20.120	F +	1.210	1.150	7.0	88.140	AW	114.540	AW 114.5	10 140.94
TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS SERVICE MECHANIC (TOTAL SHEET	8/22/2013	06/30/2014**	AC 46.730	AV 12.860	AS 19.510	F -	1.210	1.150	8.0	81.460	AX	104.820	AX 104.8	20 128.19
METAL CONTRACT OF \$200,000 OR LESS)	8/22/2013	06/30/2014**	AC 34.010	AY 12.490	AS 12.440	F -	1.210	1.150	8.0	61.300	AZ	78. 300	AZ 78.30	0 95.310
SERVICE TECHNICIAN (TOTAL SHEET METAL CONTRACT OF \$200,000 OR	8/22/2013	06/30/2014**	AC 29.830	AY 12.490	AS 8.550	F -	1.210	1.150	8.0	53.230	AZ	68.140	AZ 68.14	0 83.06
LESS) AIR CONDITIONING SPECIALIST						n an			4 1	3				
(TOTAL SHEET METAL CONTRACT OF \$200,000 OR LESS)	8/22/2013	06/30/2014**	AC 26.680	AY 12,490	AS 3.610	F -	1.190	1.150	8,0	45.120	AX	58.460	AX 58.48	50 71.80
AIR CONDITIONING JOURNEYMAN (TOTAL SHEET METAL CONTRACT OF \$200.000 OR LESS)	8/22/2013	06/30/2014**	AC 31.400	AV 12.510	AS 8.350	F -	1.190	1.150	8.0	54.600	AX .	70.300	AX 70.3	0 86.00
METAL DECK & SIDING	8/22/2013	09/30/2013*	AC 33.110	13.280	16.400		ва 0.300		8.0	63.090	AX	79 650	AX 79.6	50 96.20
TERRAZZO FINISHER	8/22/2013		AE 33.150		A		0.800	0.790	8.0	47.870	e fer i se		AX 62.3	
TERRAZZO W ORKER	8/22/2013	06/30/2014*	AE 39.950	9.690	· · · ·	1	0.800	0.960	8.0	65.300	AX		AX 82.6	
TILE FINISHER	8/22/2013	03/31/2014**	вв 21.310		1 A.	and the second second	0.400	0.880	8.0	35.240		45.900	D 45.9	· ·
RED CIRCLED FINISHER	8/22/2013	03/31/2014**	вв 27.000	·			0.300	0.890	8.0	41.670	111	55.170	D 55.1	1.
TILE SETTER	8/22/2013	03/31/2014**	вв 37.070	8.530	4.650	2.350	0.590	1.370	8.0	54.560		73.100	р 73.1	91.6
WATER WELL DRILLER	8/22/1998	12/31/1998*	12.700	3.200	0.780	вс 0.630	-	-	8.0	17.310	, BD	23.660	BD 23.6	50 BD 23.6
PUMP INSTALLER	8/22/1998	12/31/1998*	12.700	3.200	0.780	вс 0.630		4	8.0	17.310	BD	23.660	BD 23.6	60 вр 23.66
HELPER	8/22/1998	12/31/1998*	10.380	3.200	0.780	ве 0.520		· · · · · · · · · · · · · · · · · · ·	8.0	14.880	BD	20.070	BD 20.0	70 во 20.0

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Attachment 4

Prevailing Wage Determination

Important Notices from The State of California Department of Industrial Relations

STATE OF CALIFORNIA

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

Gray Davis,

GOVERNOR

ADDRESS REPLY TO:

P.O. Box 420603 CA 94142-0603

San Francisco

November 5, 2001

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING THE NEW AMENDMENTS TO LABOR CODE SECTION 1720(a)

The passage of Senate Bill 975 (Chapter 938), effective January 1, 2002, codifies existing Department of Industrial Relations' administrative decisions on appeal and determinations regarding the above referenced statute. This statute, among other things, also expands the definition of "public funds" for purposes of the Prevailing Wage Law and adds "installation" to the definition of construction. Chapter 938 also provides for certain specified exemptions to the new definition of "public funds."

In accordance with SB 975, its terms will be strictly enforced for all public works projects advertised for bids on or after January 1, 2002, except for those projects that that would have been covered under the Department's public works coverage determinations or decisions on appeal made precedential prior January 1, 2002, in which case there is an independent basis for enforcement of projects advertised for bid prior to January 1, 2002.

STATE OF CALIFORNIA

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

ADDRESS REPLY TO: P.O. Box 420603

CA 94142-0603

San Francisco



February 8, 2002

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING INSPECTION AND SOILS AND MATERIALS TESTING

Dear Public Official/Other Interested Party:

This notice provides clarification to many questions from the public regarding the scope of work of the testing and inspection determinations. In addition, it answers many questions from the public regarding work performed by architects and engineers.

Attached please find letters from Operating Engineers Local Union No. 3 dated February 4, 2002, and Operating Engineers Local Union No. 12 dated December 6, 2001, clarifying the scope of work for the following determinations:

SOUTHERN CALIFORNIA

BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER, page 10E

SAN DIEGO COUNTY

BUILDING CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER, page 27C

NORTHERN CALIFORNIA

OPERATING ENGINEER (Heavy and Highway Work): Group 6 (Soils and Materials Tester), page 39 OPERATING ENGINEER (Building Construction): Group 6 (Soils and Materials Tester), page 40A

Scope of work for each of these classifications has been posted on the Internet at <u>http://www.dir.ca.gov/DLSR/PWD</u>. This information may also be requested from the Division of Labor Statistics and Research, Prevailing Wage Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

California Department of Industrial Relations Division of Labor Statistics and Research Prevailing Wage Unit P.O. Box 420603 San Francisco, CA 94142

When referring to questions 7 and 8 in the letters from Operating Engineers Local No. 3 and Local No. 12 respectively, please note that testing and inspection is covered at off-site manufacturing and/or fabrication facilities only if the off-site facility is determined covered under prevailing wage laws. If there are any questions pertaining to this area please contact the Division of Labor Statistics and Research at the above address. Please include all relevant documents including but not limited to the contract, financial documents, plans, specifications, as well as contact information for the Awarding Body.

Please refer to an Important Notice dated December 29, 2000 for additional information pertaining to testing, inspection, and field surveying.

Sincerely,

Chuck Cake Chief Deputy Director

> ¹¹⁵ 782

STATE OF CALIFORNIA

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



December 6, 2012

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING <u>MODIFICATIONS</u> OF THE PREDETERMINED INCREASES IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

Dear Public Official/ Other Interested Parties:

The following is the modification of the predetermined increases for the following craft and classifications listed below:

CRAFT: Electrician

CLASSIFICATION(S): Sound Installer (All Shifts) and Sound Technician (All Shifts) LOCALITY: Kern County DETERMINATION: KER-2012-1 and KER-2012-2

The effective dates for the predetermined wage increases applicable to the classification(s) listed above have been **modified** as follows:

Instead of December 1, 2013, the new effective date is November 25, 2013.

Instead of June 1, 2014, the new effective date is May 26, 2014.

With the exception of the modifications stated above, predetermined increases, wage rates, and other conditions found in the above referenced prevailing wage determinations remain unchanged.

¹¹⁶ 783



OPERATING ENGINEERS LOCAL UNION NO. 3

1620 SOUTH LOOP ROAD, ALAMEDA, CA 94502-7090 + (510) 748-7400 • FAX (510) 748-7401 Jurisdiction: Northern California, Northern Nevada, Utah, Wyoming, South Dakota, Hawaii and Mid-Pacific Islands

February 4, 2002

Ms. Maria Y. Robbins, Deputy Chief California State Department of Industrial Relations Division of Labor Statistics and Research 455 Golden Gate Avenue, 8th Floor San Francisco, CA 94102

RE: Prevailing Wage Determination - Soils and Materials Tester (SMT) On Site

Dear Ms. Robbins:

Please find enclosed the response of Operating Engineers Local Union No. 3 in support of a Prevailing Wage Determination for a Soils and Materials Tester as set forth in the Master Construction Agreement for Northern California.

The data enclosed, we believe, justifies and establishes the Scope of Work Conforming to SB1999 for a Soils and Materials Tester performing on-site work in Northern California.

We respectfully request that a conclusive determination be made that the wage rates and fringe benefit rates applicable to this classification are the prevailing wage for this type of work within the geographical jurisdiction established in the Master Agreement and are consistent with the requirements of SB1999.

Your continuing assistance is appreciated. If there are any further questions, do not hesitate to contact myself or Dean Dye at 510/748-7400.

Sincercly,

6. K. Vale

Robert E. Clark, Director/Contracts Department

REÇEIVED Department of Industrial Relation

FEB 0-6 2002

Div. of Labor Statistics & Research Chief's Office

cc: Don Doser, Local 3 Business Manager Dean Dyc, Director - Testing & Inspection Division and Technical Engineers Division

RECimer opciu-3-afl-cio(3)

DEPARTMENT OF INDUSTRIAL RELATIONS STATE OF CALIFORNIA CLARIFICATION REQUEST - SOILS & MATERIALS TESTER (SMT) WITH OPERATING ENGINEERS LOCAL 3'S RESPONSES

1. Summarize the intent of the coverage of the SMT classification in your No. CA Master Agreement, which serves as the basis for the prevailing wage determination.

All visual, physical and non-destructive testing that is done at a jobsite, on-site lab, fabrication site (yard), or off-site lab used exclusively for covered work.

2. Define the following and indicate if done by the SMT classification:

- a) Magnetic particle testing -- used for welding, laminations and other steel inspections; done by SMT
- b) Non-destructive inspection -- used for welding, laminations and other steel inspections; done by SMT
- c) Ultrasonic testing -- used for welding, laminations and other steel inspections; done by SMT
- d) Keying -- excavation at the toe of a slope; done by equipment operator
- e) Benching -- process of removing noncompacted or "soft" soil in order to properly place the compacted soil on unyielding materials; done by equipment operator
- f) Scarifying -- process of ripping or otherwise preparing the existing surface; done by equipment operator
- g) "Rolling of slopes" -- process of compacting the slope to the required density (also called "back rolling"); done by equipment operator
- h) One-pointer -- test made to roughly determine the weight and maximum density of the soil being used as fill material; done by SMT
- i) "Correction for rock" -- used during a compaction test to mathematically remove all oversize rock from the equation; done by SMT

3. Does lab work fall within the jurisdiction of the SMT? Does the on/off site location of the lab make a difference?

Lab work done offsite normally does not fall under the Construction Inspectors jurisdiction. If a field lab is set up at the project site in the field, it then falls under the Construction Inspectors jurisdiction.

4. What is the civil engineer's job when working with the SMT? Is the civil engineer covered under the scope of the SMT sections of the collective bargaining agreement (CBA)?

A Civil Engineer generally provides direction, plan interpretation and engineering type decisions. They may be either on- or off-site (depends on the nature of the project). They generally do not do the Construction Inspector type work; but if they do, then it is covered work.

SMT Classification February 4, 2002 Page 1 mer.opeiu-3-afl-cio(3) 5. The MLA (p.5) lists employees excluded from coverage. Does this imply that engineers and architects, project managers, off-site laboratory workers are excluded?

Engineers, Architects, Project Managers, off-site Lab Workers, as long as they do not perform the Construction Inspector work, would not be covered.

6. Some signatories perform mechanical & electrical inspections. Are these jobs covered under the Operating Engineers Agreement? If so, how is work performed?

We (OE3) consider Mechanical Inspectors to be covered by our CBA, therefore the prevailing wage (at the SMT rate) would be paid. Electrical should be covered work by the electrical craft.

7. Regarding manufacturing sites, if inspectors visit plants, is that inspection of the plant and its processes covered under the Agreement, is that the intent of SB1999?

Steel fab shops, concrete and asphalt batch plants, prestressed yard and fabrication shop, etc. (such as those for piles & girders, gul lam beams) is covered work under the intent of SB1999, including mechanical and electric.

8. Are the following inspectors included in the scope of the agreement: Geotechnical, Concrete, Painting, Steel and Electrical?

Concrete, Steel, Painting and Electrical Inspectors are covered work. Also Inspectors such as Roofing, Mechanical (HVAC), Suspended Ceiling, Plumbing, Geotechnical (unless registered Geologists/Engineer is specifically required by the plans & specs) Masonry, Fireproofing, Gul lam beams, Shotcrete, etc. In essence all inspection as required by the Uniform Building Code (UBC) is considered covered work.

9. Is visual observation inspection covered? For example: Using tape measures...

The Construction/Special Inspector shall observe the work for conformance......" is part of the UBC requirements. The majority of inspection work is visually by nature. Slump of concrete, length of weld, depth of footings, pile caps, width of footings, pile caps etc. are but a short list of work that a Construction Inspector would use a tape measure for.

10. What is the difference between a Geotechnical Inspector and a Geotechnical Engineer? Are they covered under the Operating Engineer Agreement?

A Geotechnical Engineer normally would be a registered person with a college degree. They may be a Geologist/Engineer in training also. Geotechnical Engineer performs/supervises the analyses, design and documents preparation associated with the geotechnical aspects of the project. They would not normally be covered, unless doing Construction Inspector work.

A Geotechnical Inspector ascertains through inspection and/or testing that the Geotechnical Engineer's requirements/recommendations are complied with. A Geotechnical Inspector would normally be covered.

11. Is a Project Manager whose duties include weekly meetings, approving, contracts, managing engineers, managing subcontracts and preparing monthly reports be covered under the CBA?

A Project Manager, (who would normally not be doing construction inspection work) would not be covered.

SMT Classification February 4, 2002 12. Is a Resident Engineer whose duties include logging correspondence amongst contractors and subcontractors, performing soil, concrete, masonry, and HVAC tests, and acting as a liaison between contractors and engineers be covered?

Resident Engineers, normally a professional registered person is not covered unless doing Construction Inspector work (such as performing soils, concrete, masonry & HVAC tests).

13. Is the SMT an apprenticeable classification?

Yes.

14. Is inspection of bridges and piers covered under the SMT classification under Operating Engineers Local #3's agreement?

Yes.

The following, in addition to the above, are also considered covered inspection work: high strength bolting; shearwall & diaphragms; metal connectors, anchors or fasteners for wood construction; piling; drilled piers; caissons; bolts installed in concrete; post tensioning steel; pre-stressed steel. Also includes, but not limited to, underground construction (sewers, gas lines, drainage devices, water lines, backfilling, welding, bedding). SMT rates apply.

SMT Classification February 4, 2002

Page 3 mer,opeiu-3-afl-cio(3)

WM. C. WAGGONER Business Manager and General Vice-President



INTERNATIONAL UNION OF OPERATING ENGINEERS

December 6, 2001

RECEIVED

DEC 11 2001

Via Fax & U.S. Postal Service Maria Y. Robbins, Deputy Chief State of California Department of Industrial Relations Division of Labor Statistics & Research 455 Golden Gate Avenue, Eighth Floor San Francisco, CA 94102

Div. of Labor Statistics & Research. Chief's Office

Re: Building Construction Inspector (BCI) and Field Soils and Material Tester (FSMT) Classifications

Dear Ms. Robbins:

Pursuant to your request for clarification contained in your November 20, 2001 correspondence we submit the following:

1. What is the difference between the Building Construction Inspector (BCI) and the Field Soils and Materials Tester (FSMT) classifications? There appears to be some overlap of duties. Could you summarize the intent of the coverage between Southern California Contractors Association, Inc. and the International Union of Operating Engineers Local No. 12, which serves as the basis for the prevailing wage determination?

As stated in our June 5, 2001 correspondence to your office, a Building Construction Inspector (BCI) is a licensed inspector who generally works under the direction of a registered civil engineer. The BCI is used when higher stresses are involved, e.g., welding, reinforced concrete, masonry, non-destructive testing and other related disciplines. The term "building inspector" or "construction inspector" has the same meaning as "special inspector." The BCI classification is meant to include inspection of <u>all structures</u>, including but not limited to, residential and commercial buildings, bridges, piers, warehouses, oil/water tanks, docks, refineries, heavy highway construction, underground construction, water works, sewers, water reclamation, flood control, dams, dredge, etc.

A field soils and material tester (FSMT) performs a variety of duties. They include special grading, excavation filling, soils used in construction, concrete sampling, density testing and various types of verification tests.

Occasional overlap of duties may occur between the BCI and FSMT, such as taking concrete specimens in the field, however, one must look at the overall scope of work/duties to determine the proper prevailing wage/rate classification.

Maria Y. Robbins, Deputy Chief December 6, 2001 Page Two of Four

INTERNATIONAL UNION OF OPERATING ENGINEERS

2. How is grading inspection different when performed by a BCI or by a FSMT?

"Grading inspection is generally the work of a FSMT. The City of Los Angeles certifies/licenses grading inspectors whose duties are similar, but more stringent than those of the FSMT. The grading inspector in the Los Angeles area is covered under the BCI classification/wage rate.

3. Please define the following and identify which classification performs this work:

- a) Magnetic particle testing
- b) Nondestructive inspection
- c) Ultrasonic testing

d) Keying

e) Benching

f) Scarifying

g) "Rolling of slopes"

h) One-pointer

i) "Correction for rock"

a) b) c) Magnetic and ultrasonic testing are two different forms of non-destructive testing (NDT). They use mechanical devices to check defects in structures such as welds. The use of magnetic and ultrasonic waves in the evaluation process does not cause any damage to the structure, hence, the term non-destructive testing. Other forms of non-destructive testing include radiography (x-rays) and penetrant testing. All of this work is that of the BCI.

d) <u>Keving in</u> is benching into existing material while filling up an adjacent fill, to bind the two areas (materials) together, eliminating the chance of a soft or uncompacted area in between the two materials or areas. A "stair-step" procedure is usually used.

e) <u>Benching</u> is using a piece of equipment (usually a dozer) to cut into existing material while filling up an adjacent fill, to bind the two areas (materials) together. This eliminates the chance of soft or uncompacted area in-between the two materials or areas. A "stair-step" procedure is usually used.

f) <u>Scarifying</u> is a procedure performed by equipment that rips up existing material approximately one foot deep, then processing that material by watering and mixing it.

g) <u>Rolling of Slopes</u> is a compaction technique used on the slopes of a new fill area. The time required for compaction on the slope of a fill is the same as the required compaction on the top of the fill.

h) A <u>One-Pointer</u> is one test made on the soil by a field soils and material tester (or FSMT).

i) <u>Correction for Rock</u> is a calculation made for oversized rock in soil, done by a field soils and material tester (FSMT).

Items a, b and c are performed by the BCI. Items d, e, f, g, h and i are performed by the FSMT.

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Maria Y. Robbins, Deputy Chief December 6, 2001 Page Three of Four

INTERNATIONAL UNION OF OPERATING ENGINEERS

To perform items a, b, and c, the individual would have to obtain certification as required by the agency. If certified, for example, in "Ultrasonic Testing," one could perform FSMT work and then move to BCI work if certified to do so.

4. Does lab work fall within the jurisdiction of the BCI? Does the on/off site location of the lab make a difference?

No, lab work is not covered. If a lab is located on-site and the individual stays "inside" the lab, there is no coverage. However, if the individual goes on-site and performs "field work," then he or she is covered for all hours worked.

5. What is the civil engineer's job when working with the BCI or FSMT? Is the civil engineer covered under the scope of the BCI or FSMT sections of the collective bargaining agreement (CBA)?

The civil engineer usually acts in a supervisory role, directing the BCI or FSMT activities. The civil engineer work would not be covered unless he or she performs "field work."

6. The Master Labor Agreement (page 5) lists employees excluded from coverage. Does this imply that engineers, architects, project managers and off-site laboratory workers are excluded?

Yes.

7. Some signatories perform mechanical & electrical inspections. Are these jobs covered under the Operating Engineers agreement? If so, how is work performed?

Not covered.

8. When inspectors visit manufacturing sites, is the inspection of the plant and its processes covered under the agreement? Is that the intent of SB 1999?

Yes, pursuant to the agreement. The intent of SB1999 was to further define coverage in the public work arena.

9. Are the following inspectors included in the scope of the agreement: Geotechnical, Concrete, Painting, Steel and Electrical?

Geotechnical, yes. Concrete, yes. Painting, no. Steel, yes. Electrical, no.

10. Is visual observation inspection (e.g., using tape measures) covered?

Yes. Visual inspection is a component of the Inspector's duties.

11. What is the difference between a Geotechnical Inspector and a Geotechnical Engineer? Are they covered under the Operating Engineer agreement?

A Geotechnical Inspector is "on-site" performing the "field work" and is covered. The

Maria Y. Robbins, Deputy Chief December 6, 2001 Page Four of Four

INTERNATIONAL UNION OF OPERATING ENGINEERS

Geotechnical Engineer is usually "in-house," a supervisory position, "off-site."

12. Is a project manager whose duties include weekly meetings, approving contracts, managing engineers, managing subcontracts and preparing monthly reports covered under the CBA?

No.

13. Is a resident engineer whose duties include logging correspondence amongst contractors and subcontractors, performing soil, concrete, masonry and HVAC tests, and acting as a liaison between contractors and engineers covered?

When a Resident Engineer logs correspondence among contractors and subcontractors, the work is not covered. When the Resident Engineer acts as a liaison between contractors and engineers, the work is not covered. When performing soil, concrete or masonry tests, the work is covered. HVAC tests are not covered.

14. Is the BCI an apprenticeable classification?

Yes.

15. Is the FSMT an apprenticeable classification?

Yes.

16. Is inspection of bridges and piers covered under the BCI and/or FSMT classifications under your agreement?

Yes. Please see the coverage language in the CBA. Both classifications are covered pertaining to bridge work.

We hope the information provided herein is beneficial to you. Please call this office if you should have any questions.

Sincerely,

Fred C. Young

Fred C. Young, Financial Secretary, I. U. O. E., Local Union No. 12

FCY:smc cc: David Lanham, Contract Compliance

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

December 29, 2000

GRAY DAVIS, GOVERNOR

ADDRESS REPLY TO:

P.O. Box 420603 San Francisco CA 94142-0603



IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING INSPECTION, FIELD SURVEYING AND SOILS TESTING

The passage of Senate Bill 1999 (Chapter 881), effective January 1, 2001, codifies existing Department of Industrial Relations administrative decisions, determinations and regulations concerning the above referenced work. This work when done on or in the execution of a "Public Works" project requires the payment of prevailing wages. In accordance with SB 1999, Inspection and Testing determinations will be strictly enforced for all public works projects advertised for bids on or after January 1, 2001. Field surveying determinations have been and will continue to be enforced for all public works projects.

The classifications that perform this work have been published in the Director's General Prevailing Wage Determinations for over 20 years and can be found on the Basic Trades pages (Building Inspection, Soils Testing) and on the individual county sheets (Field Surveying). For the basic trades, please use the following determinations:

SOUTHERN CALIFORNIA

OPERATING ENGINEER, Group 2 (Soils Field Technician), page 7 BUILDING CONSTRUCTION INSPECTOR (OPERATING ENGINEER), page 10E

SAN DIEGO COUNTY

OPERATING ENGINEER, Group 2 (Soils Field Technician), page 25 BUILDING CONSTRUCTION INSPECTOR (OPERATING ENGINEER), page 10E

NORTHERN CALIFORNIA

OPERATING ENGINEER (Heavy and Highway Work): Group 6 (Soils and Materials Tester), page 39 **OPERATING ENGINEER** (Building Construction): Group 6 (Soils and Materials Tester), page 40A

Advisory scope of work covered by each of these classifications has been posted on the Internet at http://www.dir.ca.gov/DLSR/PWD. This information may also be requested from the Division of Labor Statistics and Research, Prevailing Wage Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

California Department of Industrial Relations Division of Labor Statistics and Research Prevailing Wage Unit P.O. Box 420603 San Francisco, CA 94142

In addition, Director's precedential Public Works coverage determinations concerning inspection and testing work will be enforced for all public works projects advertised for bids on or after the dates the precedential decisions were designated as such. For determinations of the applicability of prevailing wage requirements to other work covered by SB 1999, please contact the Division either via fax number or by mailing your request to the address indicated above. Requests of this nature should include all of the relevant documents including, but not limited to, the contract for the work and a detailed description of the work to be performed. Future clarifications regarding the scope and application of Senate Bill 1999, if needed, will be posted on the DLSR website and mailed to those on the Prevailing Wage mailing list.

STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF THE DIRECTOR San Francisco, CA 94102 455 Golden Gate Avenue, 10th Floor GRAY DAVIS, GOVERNOR

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



San Francisco

March 4, 2002

Important Notice to Awarding Bodies and Other Interested Parties Regarding Shift Differential Pay in the Director's General Prevailing Wage Determinations

Dear Public Official/Other Interested Parties:

The Director's General Prevailing Wage Determinations includes shift differential pay for various crafts used on public works projects. This notice is to clarify the worker's eligibility to receive the shift differential pay when working on a public works project. Please note that not all crafts have shift differential pay published in the Director's General Prevailing Wage Determinations.

When a worker is required to work a regular shift, he/she must be paid the applicable craft rate from the Director's General Prevailing Wage Determinations for the construction activity he/she is performing. However, when a worker is required to work a shift outside of normal working hours, he/she must be paid the shift differential pay according to the shift he/she is working. For example, if only one shift is utilized for the day, and the work being performed is during the hours typically considered to be a swing (second) shift or graveyard (third) shift, the worker employed during the hours typically considered to be a swing shift or graveyard shift must be paid the shift differential pay for the shift he/she is working. If multiple shifts are used for the day, the worker working on the second or third shift must be paid according to the shift he/she is working.

Please refer to the contract provisions posted on the Internet at <u>www.dir.ca.gov/DLSR/PWD</u> for the working hours applicable to the craft/classification published in the Director's General Prevailing Wage Determinations, which has a swing shift and/or a graveyard shift.

Sincerely,

Chuck Cake

Chief Deputy Director

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

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



March 5, 2003

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING BURGLAR ALARM AND FIRE ALARM INSTALLATION

Dear Public Official/Other Interested Parties:

This notice provides clarification and updates the June 27, 2002, Important Notice regarding the applicable rate of pay for work involving the installation of burglar and fire alarms.

In the following counties, the minimum rate of pay for **burglar alarm** installation would be that of the craft/classification of Electrician/Comm & System Installer: Los Angeles and Orange.

In the following counties, the minimum rate of pay for fire alarm installation would be that of the craft/classification of Electrician/Comm & System Installer: Contra Costa, Orange, and Santa Clara.

In Imperial and San Diego Counties only, the minimum rate of pay for burglar alarm and fire alarm installation would be that of the craft/classification of Electrician/Sound & Signal Technician.

Please note that the minimum rate of pay for all conduit installation associated with either alarm system installation would be that of the craft/classification of Electrician/Inside Wireman.

Please refer to the county determinations to find the rates for the classifications referenced above. The scope of work for each of these classifications is posted on the Internet at http://www.dir.ca.gov/DLSR. This information may also be requested from the Division of Labor Statistics and Research, Prevailing Wage Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

California Department of Industrial Relations Division of Labor Statistics and Research Prevailing Wage Unit P.O. Box 420603 San Francisco, CA 94142

For questions on burglar alarm and/or fire alarm installation in any county not addressed above or in the Important Notice issued June 27, 2002, please send a written request to the above address. Please note that type of work/rate of pay determinations are issued on a project-by-project basis. Requests should include all relevant documents including but not limited to the contract, financial documents, plans, specifications, as well as contact information for the Awarding Body.

These changes apply to public works projects advertised for bid on or after March 15, 2003.

Sincerely,

MAN WALL

Chuck Cake Acting Director

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

GOVERNOR

ADDRESS REPLY TO:

San Francisco

P.O. Box 420603 CA 94142-0603

June 27, 2002

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING BURGLAR ALARM AND FIRE ALARM INSTALLATION

Dear Public Official/Other Interested Parties:

This notice provides clarification regarding the applicable classifications for work involving the installation of burglar alarms and fire alarms.

Burglar alarm installation is performed at the minimum rate of pay of the Electrician determination for Inside Wireman in the following counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Mariposa, Merced, Nevada, Placer, Plumas, Sacramento, San Luis Obispo, Shasta, Sierra, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba.

Burglar alarm installation is performed at the minimum rate of pay of the Electrician determination for Comm & System Installer in the following counties: Contra Costa, Del Norte, Fresno, Humboldt, Imperial, Inyo, Kings, Lake, Madera, Marin, Mendocino, Mono, Monterey^a, San Benito^a, San Bernardino, San Diego, San Francisco, Santa Barbara, Santa Clara, Santa Cruz^a, Sonoma, Tulare and Ventura. Please note that if the installation of the burglar alarm and fire alarm are integrated, then the classification for the fire alarm installation listed below applies.

Fire alarm installation is performed at the rate of pay of the Electrician determination for Inside Wireman in the following counties: Alpine, Amador, Butte, Colusa, Contra Costa, Del Norte, El Dorado, Fresno^b, Glenn, Humboldt, Imperial, Inyo, Kern, Kings^b, Lake, Lassen, Los Angeles, Madera^b, Marin, Mariposa, Mendocino, Merced, Mono, Monterey^a, Nevada, Placer, Plumas, Riverside, Sacramento, San Benito^a, San Bernardino, San Diego, San Francisco, San Luis Obispo, Santa Barbara, Santa Clara, Santa Cruz^a, Shasta, Sierra, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare^b, Tuolumne, Ventura, Yolo and Yuba.

Please refer to the county determinations to find the rates for the classifications referenced above. The scope of work for each of these classifications is posted on the Internet at http://www.dir.ca.gov/DLSR. This information may also be requested from the Division of Labor Statistics and Research, Prevailing Wage Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

California Department of Industrial Relations Division of Labor Statistics and Research Prevailing Wage Unit P.O. Box 420603 San Francisco, CA 94142

For questions on burglar alarm and/or fire alarm installation in any county not listed above, please send a written request to the above address. Please note that classification determinations are issued on a project-by-project basis. Requests should include all relevant documents including but not limited to the contract, financial documents, plans, specifications, as well as contact information for the Awarding Body.

Sincerely,

Chuck Care

Chuck Cake Chief Deputy Director

^a Installation of conduit, boxes, cables and devices is performed at the Inside Wireman rate, and the final connection and programming is performed at the Comm and System Installer rate.

^b Conduit installation and wire pull are performed at the Inside Wireman rate, and the termination, setting of devices, wiring of control panel and system performance checks are performed at the Comm and System Installer rate.

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

GRAY DAVIS, GOVERNOR

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



San Francisco

March 11, 2003

IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES **REGARDING THE** TELEPHONE INSTALLATION WORKER

Based upon the attached communications dated February 20, 2002, from Bill Quirk of the Communications Workers of America to Chuck Cake, Acting Director of the Department of Industrial Relations, the Office of the Director has determined the following:

Effective March 21, 2003, for all projects advertised for bids as of this date and prospectively which involve voice, data, and video communications work, the scope of work for this determination is clarified to exclude conduit work except in cases involving conduit runs of less than or equal to ten (10) feet within telecommunications rooms/closets.

ID:

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FEB 20'02 17:56 No.004 P.0 Page 1 of 1

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Bill Quirk - Conduit issues

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From:	Bill Quirk
To:	ccake
Date:	02/20/2002 5:10 PM
Subject:	Conduit issues

>>> Bill Quick Wednesday, February 20, 2002 3:27:57 FM >>>

Dear Chuck,

I hope the information below will help you.

For (:7 licensed contractors with infran CWA holds a collective bargaining agreement in the State of California, I believe the following statement covers 95 % of work performed by our membran

The wope of work that CWA members perform requires the running of conduit from time to three. This conduit work is typically coincidental to Telecommunications work and normally in telecommunications rooms / elogets, Usually the conduit tun is not longer than 10 feet.

Sincerely.

BiH Quink Anistant to Vice Prezident Constantionics Workers of America, District 9

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102 Tel: (415) 703-5050 Fax: (415) 703-5059/8 Arnold Schwarzenegger, Governor

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



February 25, 2004

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING BURGLAR ALARM AND FIRE ALARM INSTALLATION

Dear Public Official/Other Interested Parties:

This notice amends the March 5, 2003, Important Notice regarding the minimum rate of pay for work involving the installation of burglar and fire alarms in Imperial and San Diego Counties.

The minimum rate of pay for burglar and fire alarm installation would be that of the craft/classification of Electrician/Soundman when performing the following: installing, terminating, operating, assembling, wire pulling, splicing, and installing devices.

The minimum rate of pay for burglar and fire alarm installation would be that of the craft/classification of Electrician/Sound and Signal Technician when performing all other work including but not limited to the following: layout, planning, final checkout, servicing, and maintenance.

Please note that the minimum rate of pay for all conduit installation associated with either alarm system installation would be that of the craft/classification of Electrician/Inside Wireman.

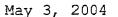
Please refer to the county determinations to find the rates for the classifications referenced above. The scope of work for each of these classifications is posted on the Internet at http://www.dir.ca.gov/DLSR. This information may also be requested from the Division of Labor Statistics and Research, Prevailing Wage Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

California Department of Industrial Relations-Division of Labor Statistics and Research Prevailing Wage Unit P.O. Box 420603 San Francisco, CA 94142

These changes apply to public works projects advertised for bid on or after March 6, 2004.

Arnold Schwarzenegger, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF THE DIRECTOR 455 Golden Gate Avenue, Tenth Floor San Francisco, CA 94102 (415) 703-5050



IMPORTANT NOTICE

DECISIONS ON APPEAL

TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING THE APPLICATION AND SCOPE OF PUBLIC WORKS COVERAGE DETERMINATIONS:

PW CASE NO. 2000-027: CUESTA COLLEGE/OFF-SITE FABRICATION OF SHEET METAL

AND

PW CASE NO. 2002-064: CITY OF SAN JOSE/SJSU JOINT LIBRARY PROJECT/ OFF-SITE FABRICATION OF ELECTRICAL COMPONENTS

On March 4, 2003, the Acting Director of the Department of Industrial Relations issued the above-referenced precedential public works coverage determinations concerning public works coverage of off-site fabrication. As a result of the filing of administrative appeals from these determinations pursuant to 8 California Code of Regulations, section 16002.5, the implementation of the public works coverage tests enunciated in the determinations was stayed effective March 4, 2003.

The appeals are decided and, effective immediately, the determinations are withdrawn. The prior precedential public works coverage determinations and decisions on appeal concerning the issues in these determinations control. (See, Imperial Prison II, South, PW 92-036 (April 5, 1994) and San Diego City Schools/Construction of Portable Classrooms, PW 1999-032 (June 23, 2000).)

John M. Rea

Acting Director

Arnold Schwarzenegger, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF THE DIRECTOR 455 Golden Gate Avenue, Tenth Floor San Francisco, CA 94102 (415) 703-5050



April 13, 2005

RE: Enforcement of Prevailing Wage Obligations for On-Haul and Off-Haul Trucking By Owner-Operators Not Employed by Material Suppliers

Dear Interested Parties:

This notice is in response to the various letters I have received regarding enforcement of prevailing wage obligations for owner-operator truck drivers hauling material and equipment to and from public works sites.

It has been this Department's policy that owner-operators, including owner-operator truckers, performing public work must be paid prevailing wages.¹ It appears, however, and as some of you have acknowledged, the majority of the Department's enforcement of prevailing wage obligations has concerned owner-operators (of any kind) performing work within a public works site.²

In light of the Department's enforcement experience and its current consideration of appropriate wage rates for owner-operators performing on-haul and off-haul trucking, enforcement of prevailing wage obligations for such work is stayed pending DLSR's establishment of the appropriate rates, including a formula for applying them to the unique circumstances of owner-operator compensation.³

In addition, the rates established by DLSR for owner-operator truckers performing off-haul and on-haul deemed to be public work will be applicable to all work advertised for bid on or after the date of the rates issued by DLSR.⁴

Sincerely,

/s/John M. Rea Acting Director

¹ Under O. G. Sansone Co. v. Department of Transportation (1976) 55 Cal.App.3d 434, 458, 127 Cal.Rptr. 799, this excludes owner-operators employed by material suppliers.

² Almost all prevailing wage complaints involving owner-operators performing on-haul and off-haul trucking appear to have come in after the request for a determination or after the issuance of the determination.

³ Labor Compliance Programs are required to enforce prevailing wage obligations in a manner consistent with the enforcement policies of DLSE (title 8, California Code of Regulations, section 16434). Thus, Labor Compliance Programs are directed to observe the same stay policy as described herein.

⁴ Consistent with the Department's enforcement policy, if an awarding body does not advertise the public works project for bid, other benchmarks events, including the first written memorialization of the agreement concerning the public works elements of project or the contract governing the award of public funds will be utilized instead. See e.g., Baldwin Park Market Place, City of Baldwin Park, Public Works Case No. 2003-028, October 16, 2003.

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102 Tel: (415) 703-5050 Fax: (415) 703-5059/8

November 10, 2005

Arnold Schwarzenegger, Governor

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING FIRE ALARM INSTALLATION

Dear Public Official/Other Interested Parties:

Based on a recent investigation conducted by the Department, it has been determined that the minimum rate of pay for fire alarm installation work in Los Angeles County would be that of the craft(s)/classification(s) contained in the Southern California Ninth District Sound and Communications Agreement by and between International Brotherhood of Electrical Workers and National Electrical Contractors Association. These craft(s)/classification(s) include the following:

Electrician/Communication and System Installer Electrician/Communication and System Technician Electrician/Sound Electrician

These changes apply only prospectively to public works projects advertised for bid on or after November 20, 2005.

To view the current rates and scope of work provisions for these craft(s)/classification(s), please visit our Internet website at http://www.dir.ca.gov/DLSR/PWD. This information may also be requested from the Division of Labor Statistics and Research, Prevailing Wage Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

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California Department of Industrial Relations Division of Labor Statistics and Research Prevailing Wage Unit P.O. Box 420603 San Francisco, CA 94142

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102 Tel: (415) 703-5050 Fax: (415) 703-5059/8

November 22, 2005

Arnold Schwarzenegger, Governor

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



SUMMARY OF IMPORTANT NOTICES CONCERNING BURGLAR ALARM AND FIRE ALARM INSTALLATION

Dear Public Official/Other Interested Parties:

The Department has issued four important notices (June 27, 2002, March 5, 2003, February 25, 2004, and November 10, 2005) regarding the prevailing rate of pay for burglar alarm and fire alarm installation. Each important notice has only prospective effect (applies only to projects advertised for bids on or after the tenth day of issuance). The tables on the following two pages provide a summary of the applicable rates of pay by county for burglar and fire alarm installation as contained in each of the important notices issued for these types of work. The information in these tables **does not** alter the applicable rates of pay issued in the aforementioned important notices.

Please note that minimum rate of pay determinations are issued on a "project-by-project basis." If you have a public works project in one of the counties listed in the tables that indicates "project-by-project basis," you may request a minimum rate of pay determination prior to the bid advertisement date of the project by sending a written request to the address below. Each request should include all the relevant documents that would assist the Department in issuing a determination. These documents include but are not limited to the contract, financial documents, plans, specifications, as well as contact information for the Awarding Body.

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California Department of Industrial Relations Division of Labor Statistics and Research Prevailing Wage Unit P.O. Box 420603 San Francisco, CA 94142

Table 1: Burglar Alarm Installation

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ian: Comm & System Installer	Electrician: Sound & Signal Tech	Electrician: Soundman ^b
an: Comm & System Installer	******	
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an: Inside Wireman	· · · · · · · · · · · · · · · · · · ·	
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an: Inside Wireman an: Comm & System Installer an: Inside Wireman		
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NOTES:

^a Installation of conduit, boxes, cables, and devices is performed at the Inside Wireman rate, and the final connection and programming is performed at the Communication and System Installer rate.

^b The Soundman rate applies when installing, terminating, operating, assembling, wire pulling, splicing, and installing devices. The Sound & Signal Tech rate applies when performing all other work including but not limited to the following: layout, planning, final checkout, servicing, and maintenance.

^e Each wage decision reflecting a craft(s)/classification for a given time period remains in effect for each subsequent time period unless superseded by another wage decision.

Table 2: Fire Alarm Installation

		Effective D	ate of Rates ^e	
	7/7/2002 - 3/14/2003	3/15/2003 - 3/5/2004	3/6/2004 - 11/19/2005	11/20/2005 - Present
COUNTY				
Alameda	Project-by-Project Basis		<u> </u>	
Alpine	Electrician: Inside Wireman	· · · · · · · · · · · · · · · · · · ·		
Amador	Electrician: Inside Wireman		·····	······································
Butte	Electrician: Inside Wireman			
Calaveras	Project-by-Project Basis			
Colusa	Electrician: Inside Wireman			
Contra Costa	Electrician: Inside Wireman	Electrician: Comm & System Insta	ller	
Del Norte	Electrician: Inside Wireman			
El Dorado	Electrician: Inside Wireman	·		·
Fresno	Electrician: Inside Wireman	1 		······································
Glenn	Electrician: Inside Wireman			·····
Humboldt	Electrician: Inside Wireman			· · · · · · · · · · · · · · · · · · ·
Imperial	Electrician: Inside Wireman	Electrician: Sound & Signal Tech	Electrician: Soundman	
Inyo	Electrician: Inside Wireman		· · · · · · · · · · · · · · · · · · ·	A
Kern	Electrician: Inside Wireman	· · · · · · · · · · · · · · · · · · ·		
Kings	Electrician: Inside Wireman	1		
Lake	Electrician: Inside Wireman			1
Lassen	Electrician: Inside Wireman		······································	· · · · · · · · · · · · · · · · · · ·
Los Angeles	Electrician: Inside Wireman	· ·		Electrician: Comm & System Installer ^d
Madera	Electrician: Inside Wireman),		
Marin	Electrician: Inside Wireman	·		
Mariposa	Electrician: Inside Wireman			
Mendocino	Electrician: Inside Wireman			
Merced	Electrician: Inside Wireman	-		
Modoc	Project-by-Project Basis	·	·····	
Mono	Electrician: Inside Wireman			
Monterey	Electrician: Inside Wireman ^b	· .	· · · · · · · · · · · · · · · · · · ·	
Napa	Project-by-Project Basis		······································	·
Nevada	Electrician: Inside Wireman		H	·····
Orange	Project-by-Project Basis	Electrician: Comm & System Insta		
Placer	Electrician: Inside Wireman Electrician: Inside Wireman	·		
Plumas Riverside	Electrician: Inside Wireman	- 		
Sacramento	Electrician: Inside Wireman			
		· · · · · · · · · · · · · · · · · · ·		
San Benito	Electrician: Inside Wireman ^b			
San Bernardino	Electrician: Inside Wireman			
San Diego	Electrician: Inside Wireman	Electrician: Sound & Signal Tech	Electrician: Soundman	
San Francisco	Electrician: Inside Wireman		·	
San Joaquin	Project-by-Project Basis Electrician: Inside Wireman			
San Luis Obispò San Mateo	Project-by-Project Basis	· /···		
Santa Barbara	Electrician: Inside Wireman		······································	
Santa Clara	Electrician: Inside Wireman	Electrician: Comm & System Insta	ller	······
				······································
Santa Cruz	Electrician: Inside Wireman	· 		
Shasta	Electrician: Inside Wireman			
Sierra Siskiyou	Electrician: Inside Wireman Project-by-Project Basis		· · · · · · · · · · · · · · · · · · ·	
Solano	Project-by-Project Basis			
Sonoma	Electrician: Inside Wireman			· · · · · · · · · · · · · · · · · · ·
Stanislaus	Electrician: Inside Wireman			······································
Sutter	Electrician: Inside Wireman	······································		· · · · · · · · · · · · · · · · · · ·
Tehama	Electrician: Inside Wireman			
Trinity	Electrician: Inside Wireman	· · · · · · · · · · · · · · · · · · ·		······································
Tulare	Electrician: Inside Wireman	······································	······································	· · · · · · · · · · · · · · · · · · ·
Tuolumne	Electrician: Inside Wireman			······
Ventura	Electrician: Inside Wireman	······································		· · · · · · · · · · · · · · · · · · ·
Yolo	Electrician: Inside Wireman	·····		
Yuba	Electrician: Inside Wireman		···· · <u>·········· · · · · · · · · · · </u>	

NOTES:

^a Conduit installation is performed at the Inside Wireman rate, and the termination, setting of devices, wiring of control panel and system performance checks are performed at the Comm & System Installer rate.

^b Installation of conduit, boxes, cables, and devices is performed at the Inside Wireman rate, and the final connection and programming is performed at the Comm and System Installer rate.

^c The Soundman rate applies when installing, terminating, operating, assembling, wire pulling, splicing, and installing devices. The Sound & Signal Tech rate applies when performing all other work including but not limited to the following: layout, planning, final checkout, servicing, and maintenance.

^d The rates for the craft(s)/classification(s) of Electrician: Comm & System Tech and Electrician: Sound Electrician also apply.
^e Each wage decision reflecting a craft(s)/classification for a given time period remains in effect for each subsequent time period unless superseded by another wage decision.

DEPARTMENT OF INDUSTRIAL RELATIONS Division of Labor Statistics and Research 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



December 22, 2006

IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES REGARDING THE PREVAILING WAGE RATES BELOW THE CALIFORNIA MINIMUM WAGE

In accordance with Labor Code Sections 1770, 1773, and 1773.1, the Director of the Department of Industrial Relations is responsible for determining the prevailing wage rates for each worker employed on public works projects of more than \$1,000.

Effective on January 1, 2007, the minimum wage in California will increase to seven dollars and fifty cents (\$7.50) per hour. Effective on January 1, 2008, the minimum wage in California will increase to eight dollars (\$8.00) per hour. The Director's prevailing wage determinations shall not be below the California minimum wage. Each employer is required to pay at least the California minimum wage. Each where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by these determinations must also be paid.

If the California minimum wage is increased in the future to an amount above that shown in a prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.

¹³⁹ 806

DEPARTMENT OF INDUSTRIAL RELATIONS Division of Labor Statistics and Research 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102 Arnold Schwarzenegger, Governor

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



February 22, 2007

14 A.R.

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING THE DETERMINATIONS ISSUED ON FEBRUARY 22, 2007 FOR METAL ROOFING SYSTEMS INSTALLER (PAGES 2J - 2J-15)

Dear Public Official/Other Interested Party:

The Division of Labor Statistics and Research (DLSR) found through the Metal Roofing Systems (Commercial Construction) Statewide Wage and Benefits Survey that there is insufficient or no data to establish a mode for metal roofing in Alpine, Colusa, Del Norte, Glenn, Imperial, Inyo, Kern, Kings, Lake, Mariposa, Merced, Modoc, Mono, Nevada, Plumas, San Benito, San Luis Obispo, Santa Cruz, Sierra, Sutter, Tehama, Trinity, and Tuolumne counties. The Director of Industrial Relations determined that the minimum acceptable rate for metal roofing in these counties would be one of the four rates which DLSR publishes as prevailing through broad areas of California (i.e. the Carpenter, Iron Worker, Roofer and Sheet Metal Worker rates published in the General Prevailing Wage Determinations).

These will remain the minimum rates unless and until the rate is successfully challenged, in the context of a specific job with payroll evidence that another rate prevails, under Labor Code Section 1773.4 (for a specific project) or should another party submit payroll data showing that there is a single rate prevailing in a broad labor market which includes these counties or for one of these counties, via petition meeting the requirements of under Title 8, California Code of Regulations section 16302. We will require, as the survey did, actual payroll data linked to a project on which a metal roof was installed by the worker paid that rate. Please note that in the successfully challenged county(ies), a wage and benefits survey will be conducted to determine the prevailing wage rate for this type of work.



DEPARTMENT OF INDUSTRIAL RELATIONS Division of Labor Statistics and Research 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102 Arnold Schwarzenegger, Governor

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May 10, 2007

IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES REGARDING OVERTIME ON PUBLIC WORKS

The Department has received several inquiries regarding whether it would be appropriate to refer to the contract provisions for a craft, classification, or type of worker in cases where the prevailing wage is based on a collective bargaining agreement to determine the overtime requirements for public works.

Contract provisions that allow for employees to work alternative workweek schedules in which they may work more than 8 hours per day without overtime pay do not apply to work performed on public works. The laws and regulations governing prevailing wages require that employees of contractors on public works be paid not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours per day and 40 hours during any one week. In addition, overtime compensation may be required at a higher rate than 1-1/2 times the basic rate of pay, for less than 40 hours in a standard workweek, or for less than 8 hours in a calendar workday as specified in the prevailing wage determination. Contractors are required to pay overtime pursuant to Labor Code sections 1810-1815 and as indicated in the prevailing wage determination. Therefore, please refer to Labor Code sections 1810-1815 and the prevailing wage determination and not the contract provisions for each particular craft, classification, or type of worker to obtain the applicable requirements for overtime hours and rates of pay.

Arnold Schwarzenegger, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102 Tel: (415) 703-5050 Fax: (415) 703-5059/8

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES REGARDING THE DEPARTMENT'S DECISION TO DISCONTINUE THE USE OF PRECEDENT DETERMINATIONS

"As part of the Department of Industrial Relations' ("DIR") continuing review of Office of Administrative Law determinations and Governor Schwarzenegger's Executive Order S-2-03, the Division of Labor Statistics and Research ("DLSR") will no longer rely on Government Code section 11425.60 and will no longer designate public works coverage determinations as "precedential." The determinations should be considered advice letters directed to specific individuals or entities about whether a specific project or type of work is public work subject to prevailing wage requirements. DLSR is in the process of redesigning the web page for public works coverage determinations but, in the interim, will leave previously posted determinations on the website as a source of information for the public until the replacement web page is available.

Posted public works coverage determination letters provide an ongoing advisory service only. The letters present the Director of DIR's interpretation of statutes, regulations and court decisions on public works and prevailing wage coverage issues and provide advice current only as of the date each letter is issued. In attempting to relate this advice to your own matter, care must be taken to ensure that the advice has not been superseded by subsequent legislative or administrative action or court decisions. Where there is an inconsistency between a statute, regulation or court decision and a public works coverage determination letter, statutory, regulatory or case law is controlling."

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102 Tel: (415) 703-5050 Fax: (415) 703-5059/8 Arnold Schwarzenegger, Governor

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CORRECTION OF THE IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES REGARDING THE DEPARTMENT'S DECISION TO DISCONTINUE THE USE OF PRECEDENT DETERMINATIONS

"As part of the Department of Industrial Relations' ("DIR") continuing review of Office of Administrative Law determinations and Governor Schwarzenegger's Executive Order S-2-03, DIR will no longer rely on Government Code section 11425.60 and will no longer designate public works coverage determinations as "precedential." The determinations should be considered advice letters directed to specific individuals or entities about whether a specific project or type of work is public work subject to prevailing wage requirements. DLSR is in the process of redesigning the web page for public works coverage determinations but, in the interim, will leave previously posted determinations on the website as a source of information for the public until the replacement web page is available.

Posted public works coverage determination letters provide an ongoing advisory service only. The letters present the Director of DIR's interpretation of statutes, regulations and court decisions on public works and prevailing wage coverage issues and provide advice current only as of the date each letter is issued. In attempting to relate this advice to your own matter, care must be taken to ensure that the advice has not been superseded by subsequent legislative or administrative action or court decisions. Where there is an inconsistency between a statute, regulation or court decision and a public works coverage determination letter, statutory, regulatory or case law is controlling."

DEPARTMENT OF INDUSTRIAL RELATIONS Division of Labor Statistics and Research 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



December 27, 2007

IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES REGARDING THE PREVAILING WAGE RATES BELOW THE CALIFORNIA MINIMUM WAGE

In accordance with Labor Code Sections 1770, 1773, and 1773.1, the Director of the Department of Industrial Relations is responsible for determining the prevailing wage rates for each worker employed on public works projects of more than \$1,000.

Effective on January 1, 2008, the minimum wage in California will increase to eight dollars (\$8.00) per hour. The Director's prevailing wage determinations shall not be below the California minimum wage. Each employer is required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by these determinations must also be paid.

If the California minimum wage is increased in the future to an amount above that shown in a prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.

DEPARTMENT OF INDUSTRIAL RELATIONS Division of Labor Statistics and Research 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



July 1, 2008

IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES REGARDING THE PREVAILING WAGE APPRENTICE SCHEDULES/APPRENTICE WAGE RATES

Effective July 1, 2008, the determination, issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards.

To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

¹⁴⁵ **812**

Certification Form

I,	the undersigned, am			
(Name-print)				
	with the authority to act for and on behalf of			
(Position in organization)				
	, certify under penalty of perjury			
(Name of organization)				
that the records or copies thereo	f submitted and consisting of are the originals or true, full and correct copies			
(Description, no. of pages)	are the originals of true, fun and correct copies			
of the originals.				
· · ·				
Date:	Signature:			

¹⁴⁶ 813

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MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



October 20, 2008

Clarification of the Notice dated October 8, 2008 for the off-the-site Hauling of Construction Materials

This is a clarification based on questions and comments from industry sources that should help employers and unions better respond to the previously mailed and posted request for data to determine prevailing wage rates for off-the-site hauling of construction materials.

DLSR is requesting information from three sources for off-the-site hauling: a) the construction employers who employ drivers to haul materials to and from the construction site, b) the material suppliers, and c) the trucking companies who haul construction materials.

The following is provided to help clarify the information DLSR has requested:

- A description of the trucks as to type (dump, low boy, transit mixer, etc.) and their size (cubic yards, number of axles*, tonnage, or gross vehicle weight, etc.) that are used as the basis for the different pay rate classifications.
- Provide the actual payroll records that show the peak day of employment for each county (peak day is defined as the single day when the greatest number of workers perform the off-the-site hauling in the last 12 months and the rates these employees were paid).
- The construction site where the deliveries were made or material was picked up will determine the County for counting peak employment.
- Both public and private work are to be combined in submitting data.
- For purposes of this investigation, it is possible that the same employee can be counted two or more times if the employee worked more than one county on the same day.
- Likewise, an employee-driver can be counted two or more times if the driver worked at more than one pay rate classification on the same day.

Note this request for information is only for workers engaged in hauling of construction materials off-thesite of construction. The payroll records must be submitted to support the data provided above. If necessary, the payroll records may be supplemented with written comments to further explain the data.

Confidentiality:

Individual employer or employee wage data or payroll information provided is confidential and will be used for statistical purposes only. Direct testimony given at a public hearing is not confidential

Gregory Govan, Chief Tel. (415) 703-4780 Fax (415) 703-4771

*Dump truck types may be described by their number of axles include:

3-axle and 4-axle dumps.

5-axle dumps broken out as necessary into:

a.) bottom dumps c.) transfers

b.) end dumps d.) side dumps

Arnold Schwarzenegger, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS Division of Labor Statistics and Research 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



January 26, 2009

IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES REGARDING PREVAILING WAGE DETERMINATIONS FOR RESIDENTIAL PROJECTS

The Division of Labor Statistics and Research (DLSR) will no longer issue residential wage rates as special prevailing wage determinations pursuant to the California Code of Regulations Section 16202. Effective January 26, 2009, the DLSR will make available on demand residential prevailing wage determinations for those crafts/classifications which are on file with the DLSR to any interested party upon request. This does <u>not</u> alter the basis for determination, it only improves the availability of these determinations to the regulated public.

As defined under the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. The residential determinations will apply <u>only</u> to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general prevailing wage rates found in the Director's General Prevailing Wage Determinations.

To obtain residential determinations, please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations Division of Labor Statistics and Research P.O. Box 420603 San Francisco, CA 94142-0603

It is anticipated that residential determinations will be updated semi-annually as are the Director's General Prevailing Wage Determinations. An important notice will go up on DLSR's website when residential determinations are updated. If you are obtaining residential determinations and your project is not immediately advertised for bids, please refer to these important notices to make sure you are using the residential determinations in effect at the time a project is advertised for bids.

If you have any questions, please contact the Division of Labor Statistics and Research at the aforementioned address or call (415) 703-4780 and ask for the Prevailing Wage Analyst of the Week.

Arnold Schwarzenegger, Governor

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102 Tel: (415) 703-5050 Fax: (415) 703-5059/8

February 22, 2009

IMPORTANT NOTICE TO AWARDING BODIES, OTHER INTERESTED PARTIES, AND CD RECIPIENTS REGARDING THE GENERAL PREVAILING WAGE DETERMINATIONS FOR THE CRAFT OF DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)

The Department of Industrial Relations ("Department") conducted a wage investigation to determine the prevailing wage rate(s) for the craft of Driver (On/Off-Hauling to/from a Construction Site). Based on the results of this investigation, the Department has issued statewide prevailing wage determinations for the classifications of Dump Truck Driver and Mixer Truck Driver (see pages 2L-1 through 2L-6 and pages 2K-1 through 2K-16, respectively). These determinations will be applicable to public works projects advertised for bids on or after March 4, 2009.

The Department determined that the Dump Truck Driver rates found in the Teamsters Master Labor Agreement for on-site construction also set the prevailing rate for On/Off-Hauling to/from a Construction Site for Marin, Napa, Solano, Sonoma, and Yolo Counties. Based on the results of this investigation, this on-site determination does not apply to any other counties for On/Off-Hauling to/from a Construction Site. To find the applicable rate(s) for the Dump Truck Driver classification in Marin, Napa, Solano, Sonoma, and Yolo Counties, please refer to the prevailing wage determination for the craft of Teamster (Applies only to Work on the Construction Site) found on pages 55, 56, and 56A of the Director's General Prevailing Wage Determinations.

For CD recipients, please note the correction that determination NC-23-261-4-2005-1 for the craft of Driver (On/Off-Hauling to/from a Construction Site), page 59, is no longer applicable to public works projects advertised for bids on or after March 4, 2009. To obtain the current determinations for this craft, please visit our website at <u>http://www.dir.ca.gov/DLSR/PWD/Statewide.html</u> on or after March 4, 2009, or contact the Prevailing Wage Unit at (415) 703-4774.

¹⁴⁹ 816

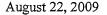
DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF THE DIRECTOR 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102

ARNOLD SCHWARZENEGGER, GOVERNOR

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



San Francisco



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

The classifications and type of work listed below, as identified in the Laborers 2006-2009 Master Labor Agreement, Memorandum of Agreement by and between Southern California District Council of Laborers and Associated General Contractors of California, Inc., Building Industry Association of Southern California, Inc. and Southern California Contractors Association, were not published or recognized by the Department of Industrial Relations in the August 22, 2009 issuance of the Southern California Laborers' general determination, SC-23-102-2-2009-1. The rates associated with these unrecognized classifications SHALL NOT be applied or used on public works projects for the associated type of work.

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

Group 1

Concrete Curb and Gutter Laborer

Environmental, Remediation, Monitoring Well, Toxic waste, Geotechnical Drill Helper Expansion Joint Caulking by any method (including preparation and clean-up) Laborer, Concrete Traffic Control Pilot Truck, Vehicle Operator in connection with all Laborers' work

Group 2

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

Group 3

Bushing Hammer Guardrail Erector/Guardrail Builder Shot Blast Equipment Operator (8 to 48 inches) Small Skid Steer Loader

Group 4

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

Group 5

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

Group 6

Boring System Electronic Tracking Locator/Horizontal Directional Drill Locator

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102 Tel: (415) 703-5050 Fax: (415) 703-5059/8

August 22, 2009

Arnold Schwarzenegger, Governor

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



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

The classifications of work listed below, as identified in the 2007-2011 San Diego Laborers' (Engineering Construction) Master Labor Agreement by and between Associated General Contractors of America San Diego Chapter and Laborers' International Union of North America Local No. 89 were not published or recognized by the Department of Industrial Relations in the August 22, 2009 issuance of the San Diego Laborers' (Engineering Construction) general determination, SD-23-102-3-2009-1. The rates associated with these unrecognized classifications <u>SHALL NOT</u> be applied or used on public works projects for the associated type of work.

The following classifications have not been adopted for public works projects:

Group 1

Concrete Curb and Gutter Laborer

Environmental, Remediation, Monitoring Well, Toxic waste, Geotechnical Drill Helper Expansion Joint Caulking by any method (including preparation and clean-up) Laborer, Concrete

Group 2

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

Group 3

Bushing Hammer Guardrail Erector Shot Blast Equipment Operator (8 to 48 inches)

Group 4

Installer of Subsurface Instrumentation, Monitoring Wells, or Points, Remediation Systems Installer

Group 5

Environmental, Remediation, Monitoring Well, Toxic Waste and Geotechnical Driller

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102 Tel: (415) 703-5050 Fax: (415) 703-5059/8 Arnold Schwarzenegger, Governor

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August 22, 2009

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' 2008-2012 Landscape Master Agreement by and between the Southern California District Council of Laborers and Valley Crest Landscape Development, Inc., have not been published or recognized by the Department of Industrial Relations in the August 22, 2009 issuance of the Southern California and San Diego Landscape/Irrigation Laborer/Tenders' general determinations, SC-102-X-14-2009-2 and SD-102-X-14-2009-2. The rates associated with these unrecognized classifications and types of work <u>SHALL NOT</u> 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-63-12-33-2009-1), Operating Engineers (SC-23-63-2-2009-2 and SD-23-63-3-2009-2), and Teamster (SC-23-261-2-2009-1 and SD-23-261-3-2009-2) in all the Southern California counties, including San Diego County.

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

ARNOLD SCHWARZENEGGER, GOVERNOR

ADDRESS REPLY TO:

San Francisco

P.O. Box 420603 CA 94142-0603



February 22, 2010

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

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is performed by Electricians: Inside Wiremen for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the Iron Workers 2007-2010 Master Labor Agreement, between District Council of Iron Workers of the State of California and vicinity and Iron Worker Employers State of California and a portion of Nevada, were not published or recognized for the Los Angeles, San Diego, and Imperial Counties by the Department of Industrial Relations starting with the August 22, 2009 issuance of the Southern California Iron Workers' general determination, C-20-X-1-2009-1 and continuing with any subsequent Southern California Iron Workers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar energy systems) SHALL NOT be applied or used on public works projects for the associated type of work.



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

ADDRESS REPLY TO: P.O. Box 420603



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P.O. Box 420603 CA 94142-0603

February 22, 2010

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

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- Electricians: Inside Wiremen for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the Laborers 2006-2009 Master Labor Agreement, Memorandum of Agreement by and between Southern California District Council of Laborers and Associated General Contractors of California, Inc., Building Industry Association of Southern California, Inc. and Southern California Contractors Association, were not published or recognized for the Los Angeles and Imperial Counties by the Department of Industrial Relations starting with the August 22, 2009 issuance of the Southern California Laborers' general determination, SC-23-102-2-2009-1 and continuing with any subsequent Southern California Laborers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar energy installations and appurtenances thereto) SHALL NOT be applied or used on public works projects for the associated type of work.



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

ADDRESS REPLY TO:

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P.O. Box 420603 CA 94142-0603

February 22, 2010

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

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is performed by Electricians: Inside Wiremen for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the Carpenters 1998-2011 Master Labor Agreement, between Southern California Conference of Carpenters and Associated General Contractors of California, Inc., Building Industry Association of Southern California, Inc., Southern California Contractors Association and Millwright Employers Association, were not published or recognized for the Los Angeles and Imperial Counties by the Department of Industrial Relations starting with the August 22, 2009 issuance of the Southern California Carpenters' general determination, SC-23-31-2-2009-1 and continuing with any subsequent Southern California Carpenters' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar energy installations and appurtenances thereto) SHALL NOT be applied or used on public works projects for the associated type of work.

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

ARNOLD SCHWARZENEGGER, GOVERNOR

ADDRESS REPLY TO:



San Francisco

P.O. Box 420603 CA 94142-0603

February 22, 2010

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

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- Electricians: Inside Wiremen for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the Teamsters 2009-2010 Southern California Construction Master Labor Agreement between Southern California General Contractors and Teamsters Joint Council #42 and Teamsters Local Union #87, Affiliated with the International Brotherhood of Teamsters were notpublished or recognized for Los Angeles and Imperial Counties by the Department of Industrial Relations starting with the August 22, 2009 issuance of the Southern California Teamsters' general determination, SC-23-261-2-2009-1 and continuing with any subsequent Southern California Teamsters' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar energy installations and appurtenances thereto) SHALL NOT be applied or used on public works projects for the associated type of work.



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

ARNOLD SCHWARZENEGGER. GOVERNOR

San Francisco

ADDRESS REPLY TO:

P.O. Box 420603 CA 94142-0603

February 22, 2010

NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SAN DIEGO LABORERS' **GENERAL PREVALING WAGE DETERMINATION**

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial **Counties.** The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- Electricians: Inside Wiremen for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the 2007-2011 San Diego Laborers' (Engineering-Construction) Master Labor Agreement by and between Associated General Contractors of America San Diego Chapter and Laborers' International Union of North America Local No. 89, were not published or recognized for the San Diego County by the Department of Industrial Relations starting with the August 22, 2009 issuance of the San Diego Laborers' (Engineering Construction) general determination, SD-23-102-3-2009-1 and continuing with any subsequent San Diego Laborers' (Engineering Construction) general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar energy installations and appurtenances thereto) SHALL NOT be applied or used on public works projects for the associated type of work.

¹⁵⁷ 824

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

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



February 22, 2010

NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SAN DIEGO LABORERS' GENERAL PREVALING WAGE DETERMINATION

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- Electricians: Inside Wiremen for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the 2009-2012 San Diego Laborers' (Building Construction) Master Labor Agreement by and between Associated General Contractors of America San Diego Chapter and Laborers' International Union of North America Local No. 89, were not published or recognized for the San Diego County by the Department of Industrial Relations starting with the August 22, 2009 issuance of the San Diego Laborers' (Building Construction) general determination, SD-23-102-4-2009-1 and continuing with any subsequent San Diego Laborers' (Building Construction) general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar energy installations and appurtenances thereto) <u>SHALL NOT</u> be applied or used on public works projects for the associated type of work.

¹⁵⁸ 825

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

ARNOLD SCHWARZENEGGER, GOVERNOR

ADDRESS REPLY TO:



San Francisco

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February 22, 2010

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

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- Electricians: Inside Wiremen for the LOS-2009-2, SDI-2009-2, and IMP-2009-2 General Prevailing Wage Determinations.

The type of work listed below, as identified in the Plumbers 2006-2011 Master Labor Agreement for the Plumbing and Piping Industry of Southern California, between Southern California Pipe Trades District Council No.16 of the United Association and California Plumbing and Mechanical Contractors Association, were not published or recognized for the Los Angeles, San Diego, and Imperial Counties by the Department of Industrial Relations starting with the August 22, 2009 issuance of the Southern California Plumbers' general determination, LOS-2009-2, SDI-2009-2 and IMP-2009-2 and continuing with any subsequent Southern California Plumbers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar systems; all solar systems and components thereof) SHALL NOT be applied or used on public works projects for the associated type of work.

February 22, 2010

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

ADDRESS REPLY TO:

P.O. Box 420603 San Francisco CA 94142-0603



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NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE LOS ANGÈLES GLAZIERS' GENERAL PREVALING WAGE DETERMINATION

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- Electricians: Inside Wiremen for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the 2008-2011 Los Angeles Glaziers' Memorandum of Agreement and the 2005-2010 Los Angeles Glaziers Master Labor Agreement by and between Painters and Allied Trades District Council No. 36 and Southern California Glass Management Association, were not published or recognized for the Los Angeles County by the Department of Industrial Relations starting with the August 22, 2009 issuance of the Los Angeles Glaziers' general determinations, LOS-2009-2 and continuing with any subsequent Los Angeles Glaziers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar heat collectors containing glass or glass substitutes) <u>SHALL NOT</u> be applied or used on public works projects for the associated type of work.

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

ARNOLD SCHWARZENEGGER, GOVERNOR

ADDRESS REPLY TO:



San Francisco

P.O. Box 420603 CA 94142-0603

February 22, 2010

NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SAN DIEGO AND IMPERIAL GLAZIERS' **GENERAL PREVALING WAGE DETERMINATION**

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- Electricians: Inside Wiremen for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the 2008-2011 San Diego Glaziers' Memorandum of Agreement and the 2005-2010 San Diego Glaziers Master Labor Agreement by and between Painters and Allied Trades District Council No. 36 and Tower Glass, Inc., were not published or recognized for the San Diego and Imperial Counties by the Department of Industrial Relations starting with the August 22, 2009 issuance of the San Diego and Imperial Glaziers' general determinations, SDI-2009-2 and IMP-2009-2 and continuing with any subsequent San Diego and Imperial Glaziers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar heat collectors containing glass or glass substitutes) SHALL NOT be applied or used on public works projects for the associated type of work.



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

ADDRESS REPLY TO:



San Francisco

P.O. Box 420603 CA 94142-0603

February 22, 2010

NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SAN DIEGO AND IMPERIAL SHEET METAL WORKERS' **GENERAL PREVALING WAGE DETERMINATION**

¹ The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial Counties. The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- Electricians: Inside Wiremen for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the Sheet Metal Workers Addendum to the Standard Form of Union Agreement A-01-05 by and between Sheet Metal Workers International Association, Local Union 206 and the San Diego Chapter of the Sheet Metal and Air Conditioning Contractors National Association, were not published or recognized for the San Diego and Imperial Counties by the Department of Industrial Relations starting with the August 22, 2009 issuance of the San Diego and Imperial Sheet Metal Workers' general determinations, SDI-2009-2 and IMP-2009-2 and continuing with any subsequent San Diego and Imperial Sheet Metal Workers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar systems) SHALL NOT be applied or used on public works projects for the associated type of work.

DEPARTMENT OF INDUSTRIAL RELATIONS Division of Labor Statistics and Research 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102 Arnold Schwarzenegger, Governor

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



June 15, 2010

NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE RACEWAYS AND CONDUIT SYSTEM WORK IN SAN FRANCISCO COUNTY

Dear Public Official/Other Interested Parties:

The San Francisco Superior Court in Northern California District Council of Laborers v. California Department of Industrial Relations, Case No. CPF-10-510339, has ordered the Department of Industrial Relations to rescind the "Notice Regarding Advisory Scope of Work for Electrician: Inside Wireman General Prevailing Wage Determination in San Francisco County" and the "Notice Regarding Advisory Scope of Work for the Northern California Laborers' General Prevailing Wage Determination."

These notices have been rescinded and were removed from the Department's website on May 27, 2010.

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DEPARTMENT OF INDUSTRIAL RELATIONS Division of Labor Statistics and Research 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102 Arnold Schwarzenegger, Governor

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



July 26, 2010

5

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING A CORRECTION IN THE <u>FEBRUARY 22, 2010</u> "NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SOUTHERN CALIFORNIA CARPENTERS' GENERAL PREVAILING WAGE DETERMINATION"

On February 22, 2010, the Division of Labor Statistics and Research issued the "Notice Regarding Advisory Scope of Work for the Southern California Carpenters' General Prevailing Wage Determination."

In reviewing the notice on our website, the carpenters notice contains a typographical error in the last sentence of paragraph 1, "the minimum rate of pay for work in question is performed by Electricians: Inside Wiremen..."

The correct wording should be as follows, "the minimum rate of pay for the work in question is – *Electricians: Inside Wiremen...*"

Attached is the corrected notice.

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

ARNOLD SCHWARZENEGGER, GOVERNOR

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



San Francisco

July 26, 2010

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

The California Labor Code requires the Director of the Department of Industrial Relations to determine the prevailing rate of per diem wages for all workers employed upon public works projects. The Division of Labor Statistics and Research ("DLSR") undertook an investigation in 2009 to determine the prevailing wage rates for the installation of solar and photovoltaic systems in Los Angeles, San Diego and Imperial **Counties.** The results of the questionnaire have been compiled and based on them the minimum rate of pay for the work in question is -- Electricians: Inside Wiremen for the Los Angeles, San Diego, and Imperial Counties General Prevailing Wage Determinations.

The type of work listed below, as identified in the Carpenters 1998-2011 Master Labor Agreement, between Southern California Conference of Carpenters and Associated General Contractors of California, Inc., Building Industry Association of Southern California, Inc., Southern California Contractors Association and Millwright Employers Association, were not published or recognized for the Los Angeles and Imperial Counties by the Department of Industrial Relations starting with the August 22, 2009 issuance of the Southern California Carpenters' general determination, SC-23-31-2-2009-1 and continuing with any subsequent Southern California Carpenters' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (solar energy installations and appurtenances thereto) **SHALL NOT** be applied or used on public works projects for the associated type of work.



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

ADDRESS REPLY TO:

San Francisco

P.O. Box 420603 CA 94142-0603

August 22, 2010

NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SHEET METAL WORKERS' **GENERAL PREVAILING WAGE DETERMINATIONS**

Please note that the gutters, downspouts, and metal flashing work listed in the Labor Agreement between the Sheet Metal Workers International Association Local 162 and Sheet Metal and Air Conditioning Contractors National Association, were not recognized for the Alpine, Calaveras, Fresno, Kings, Madera, Merced, San Joaquin, Stanislaus, and Tuolumne Counties by the Department of Industrial Relations starting with the August 22, 2010 issuance of the Sheet Metal Workers' general determinations, ALP-2010-2, CAL-2010-2, FRE-2010-2, KIN-2010-2, MAD-2010-2, MER-2010-2, SJO-2010-2, STA-2010-2, and TUO-2010-2 and continuing with any subsequent Alpine, Calaveras, Fresno, Kings, Madera, Merced, San Joaquin, Stanislaus, and Tuolumne Sheet Metal Workers' general determinations until superseded by the Director. The rates associated with this unrecognized type of work (gutters, downspouts, and metal flashing) SHALL NOT be applied or used on public works projects for the associated type of work.

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



March 4, 2011

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' 2008-2012 Landscape Master Agreement by and between the Southern California District Council of Laborers and Valley Crest Landscape Development, Inc., have not been published or recognized by the Department of Industrial Relations in the August 22, 2010 issuance of the Southern California and San Diego Landscape/Irrigation Laborer/Tender general determinations, SC-102-X-14-2010-1 and SD-102-X-14-2010-1 and continuing with any subsequent Southern California (including San Diego) Counties Landscape/Irrigation Laborers/Tender general determinations until superseded by the Director. The rates associated with these unrecognized classifications and types of work <u>SHALL NOT</u> 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), Operating Engineers (SC-23-63-2 and SD-23-63-3), and Teamster (SC-23-261-2 and SD-23-261-3) in all the Southern California counties, including San Diego County.

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 455 Golden Gate Avenue, 10th Floor San Francisco, CA 94102 EDMUND G. BROWN JR., Governor

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



March 4, 2011

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

The classifications of work listed below, as identified in the 2007-2011 San Diego Laborers' (Engineering Construction) Master Labor Agreement by and between Associated General Contractors of America San Diego Chapter and Laborers' International Union of North America Local No. 89 were not published or recognized by the Department of Industrial Relations in the August 22, 2010 issuance of the San Diego Laborers' (Engineering Construction) general determination, SD-23-102-3-2010-1 and continuing with any subsequent San Diego Laborers' (Engineering Construction) general determination until superseded by the Director. The rates associated with these unrecognized classifications <u>SHALL NOT</u> be applied or used on public works projects for the associated type of work.

The following classifications have not been adopted for public works projects:

Group 1

Concrete Curb and Gutter Laborer Environmental, Remediation, Monitoring Well, Toxic waste, Geotechnical Drill Helper Expansion Joint Caulking by any method (including preparation and clean-up) Laborer, Concrete

Group 2

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

Group 3

Bushing Hammer Guardrail Erector Shot Blast Equipment Operator (8 to 48 inches)

Group 4

Installer of Subsurface Instrumentation, Monitoring Wells, or Points, Remediation Systems Installer

Group 5

Environmental, Remediation, Monitoring Well, Toxic Waste and Geotechnical Driller

455 Golden Gate Avenue, 10th Floor

DEPARTMENT OF INDUSTRIAL RELATIONS

EDMUND G BROWN JR., Governor

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



September 1, 2011

San Francisco, CA 94102

Office of the Director

IMPORTANT NOTICE REGARDING THE SAN DIEGO TUNNEL WORKER (LABORER-ENGINEERING CONSTRUCTION) GENERAL PREVAILING WAGE DETERMINATION

The classifications of work listed below, as identified in the 2011-2012 San Diego Tunnel Master Labor Agreement by and between Associated General Contractors of America San Diego Chapter and Laborers' International Union of North America Local No. 89 were not published or recognized by the Department of Industrial Relations in the August 22, 2011 issuance of the San Diego Tunnel Worker (Laborer) general determination, SD-23-102-5-2011-1 and continuing with any subsequent San Diego Tunnel Worker (Laborer-Engineering Construction) general determination until superseded by the Director. The rates associated with these unrecognized classifications <u>SHALL NOT</u> be applied or used on public works projects for the associated type of work.

The following classifications have not been adopted for public works projects:

<u>Group I</u> Batch Plant Laborer

<u>Group III</u>

Tunnel Concrete Finisher

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102 Edmund G. Brown Jr., Governor

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



September 1, 2012

IMPORTANT NOTICE TO AWARDING BODIES AND INTERESTED PARTIES REGARDING THE APPRENTICE PREVAILING WAGE RATES

Effective September 1, 2012, the determination, issuance and publication of the apprentice prevailing wage rates have been reassigned by the Department of Industrial Relations from the Division of Apprenticeship Standards to the Office of the Director – Research Unit.

¹⁷⁰ 837

The apprentice rates will be posted online on September 17, 2012. Until this time, please use the Division of Apprenticeship Standards apprentice rates at http://www.dir.ca.gov/DAS/PWAppWage/PWAppWageStart.asp.

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director 1515 Clay Street, 17th Floor Oakland, CA 94612 Tel: (415) 703-5050 Fax: (415) 703-5059/8 EDMUND G. BROWN JR., Governor

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



December 24, 2012

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING A NEW AMENDMENT TO LABOR CODE SECTION 1720(a)(1)

The passage of Assembly Bill 1598 (Chapter 810), effective January 1, 2013, modifies the definition of installation to include the assembly and disassembly of freestanding and affixed modular office systems.

Labor Code section 1720, subdivision (a)(1) now includes the following language:

"For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems."

In accordance with Assembly Bill 1598, its terms will be strictly enforced for all public works projects advertised for bids on or after January 1, 2013.

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



March 4, 2013

IMPORTANT NOTICE TO CD RECIPIENTS, AWARDING BODIES, AND OTHER INTERESTED PARTIES REGARDING A <u>CLARIFICATION</u> TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

Dear Public Official/ Other Interested Parties:

CRAFT: Sheet Metal Worker

DETERMINATIONS: ALP-2013-1, CAL-2013-1, FRE-2013-1, KIN-2013-1, MAD-2013-1, MER-2013-1, SJO-2013-1, STA-2013-1, and TUO-2013-1

LOCALITIES: All localities within Alpine, Calaveras, Fresno, Kings, Madera, Merced, San Joaquin, Stanislaus, and Tuolumne

The amount listed for training includes \$0.03 for Scholar Fund.

With the exception of the clarification stated above, all of the wage rates and other conditions found in the above referenced General Prevailing Wage Determinations remain in effect.

CRAFT: Sheet Metal Worker

CLASSIFICATION(S): Metal Deck and Siding

DETERMINATIONS: ALA-2013-1, ALP-2013-1, CAL-2013-1, COL-2013-1, CON-2013-1, DEL-2013-1, FRE-2013-1, GLE-2013-1, HUM-2013-1, KIN-2013-1, LAK-2013-1, LAS-2013-1, MAD-2013-1, MAR-2013-1, MEN-2013-1, MER-2013-1, MOD-2013-1, MTY-2013-1, NAP-2013-1, NEV-2013-1, PLA-2013-1, PLU-2013-1, SAC-2013-1, SBE-2013-1, SFR-2013-1, SOL-2013-1, STC-2013-1, STZ-2013-1, SJO-2013-1, SHA-2013-1, SIE-2013-1, SIS-2013-1, SOL-2013-1, SON-2013-1, STA-2013-1, TEH-2013-1, TRI-2013-1, TUO-2013-1, and YOL-2013-1 LOCALITIES: All localities within Alameda, Alpine, Calaveras, Colusa, Contra Costa, Del Norte, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, San Joaquin, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, and Yolo

The amount listed for training includes \$0.03 for Scholar Fund.

With the exception of the clarification stated above, all of the wage rates and other conditions found in the above referenced General Prevailing Wage Determinations remain in effect.

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DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



March 4, 2013

IMPORTANT NOTICE TO 2013-1 CD RECIPIENTS, AWARDING BODIES, AND ALL INTERESTED PARTIES REGARDING A CORRECTION TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

CRAFT: Marble Finisher

DETERMINATIONS: IMP-2013-1, INY-2013-1, KER-2013-1, LOS-2013-1, MON-2013-1, ORA-2013-1, RIV-2013-1, SBR-2013-1, SDI-2013-1, SLO-2013-1, STB-2013-1, and VEN-2013-1 LOCALITIES: Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties

The Craft of Marble Finisher is an apprenticeable craft in the above referenced general prevailing wage determinations and counties. However, the following pound sign, #, to designate the Marble Finisher as an apprenticeable craft was inadvertently excluded in the above referenced general prevailing wage determinations.

840

Department of Industrial Relations Office of the Director – Research Unit 455 Golden Gate Ave., 9th Floor San Francisco, CA 94102 EDMUND G. BROWN. JR., Governor

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



March 4, 2013

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING THE GENERAL PREVAILING WAGE DETERMINATIONS

The following collective bargaining agreement has been rescinded by the signatory parties: *Boilermaker Pipeline/Commercial Agreement between Boilermaker Employers and the International Brotherhood of Boilermakers*.

This collective bargaining agreement had been filed as the basis for recognizing this craft, classification or type of worker as prevailing. Given the rescission by the original signatory parties to the agreement in our files, there is no longer a basis for recognizing the craft of Boilermaker (For Pipelines) as a prevailing classification. Therefore, Determination S C-14-X-9-2011-1 (pg. 12-A) will no longer be in effect as of March 4, 2013.

Determination SC-14-X-9-2011-1 may continue to be used on public works projects advertised for bids on or after March 4, 2011 through March 3, 2013.

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



September 1, 2013

IMPORTANT NOTICE TO 2013-2 CD RECIPIENTS REGARDING A CORRECTION TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

CRAFT: Sheet Metal Worker

CLASSIFICATION: Metal Deck & Siding

DETERMINATIONS: ALA-2013-2, CON-2013-2, DEL-2013-2, FRE-2013-2, LAS-2013-2, SOL-2013-2, SON-2013-2, and TRI-2013-2

LOCALITIES: All localities within Alameda, Contra Costa, Del Norte, Fresno, Lassen, Solano, Sonoma, and Trinity Counties

The excel format published in the 2013-2 CD for the journeyman Metal Deck & Siding classification in the counties referenced above is incorrect. To obtain the correct format, please visit our website @ http://www.dir.ca.gov/oprl/PWD/index.htm.

With the exception of this correction, all of the wage rates and other conditions published in the 2013-2 CD for the above referenced craft and determinations remain in effect.

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DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



September 1, 2013

IMPORTANT NOTICE TO CD RECIPIENTS, AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING A <u>CORRECTION</u> TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

Dear Public Official/ Other Interested Parties:

The following is a correction for the following craft and classifications listed below:

CRAFT: Plumber

CLASSIFICATION(S): Sprinkler Fitter (Fire Protection/Fire Control Systems) DETERMINATIONS: ALA-2013-2, CON-2013-2, MAR-2013-2, NAP-2013-2, SFR-2013-2, SMA-2013-2, STC-2013-2, SOL-2013-2, and SON-2013-2

LOCALITIES: All localities within Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties

The <u>expiration date</u> posted is incorrect for the **Plumber: Sprinkler Fitter (Fire Protection/Fire Control Systems)** classification in the above referenced determinations that were issued on August 22, 2013. The correct expiration date should be 7/31/2014*, instead of 7/30/2014*.

With the exception of this correction, all of the wage rates and other conditions found in the above referenced determination remain unchanged.

¹⁷⁶ 843

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



September 1, 2013

IMPORTANT NOTICE TO CD RECIPIENTS, AWARDING BODIES, AND ALL INTERESTED PARTIES REGARDING A CORRECTION TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

Dear Public Official/Other Interested Parties:

CRAFT: Carpenter (All Shifts)

DETERMINATION: NC-23-31-1-2013-1, NC-23-31-1-2013-1A, NC-23-31-1-2013-1B **LOCALITY:** All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Footnote "a" on pages 34 and 34A and Footnote "b" on pages 34B, 34C, 34D, and 34E that read "Saturdays in the same work week may be worked at straight-time if job is shut down during the normal work week due to inclement weather or major mechanical breakdown" are incorrect.

The correct footnote should read as follows: In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rates.

With the exception of this correction, all of the wage rates and other conditions found in the above referenced determinations remain unchanged.

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



September 1, 2013

IMPORTANT NOTICE TO AWARDING BODIES, CD RECIPIENTS, AND OTHER INTERESTED PARTIES REGARDING A CHANGE TO THE SCOPE OF WORK PROVISIONS IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

Determination: CON-2013-2 **Craft/Classifications:** Plumber: Plumber, Pipefitter & Refrigeration Fitter, and Service Technician

Determination: NC-23-102-1-2013-2 (Contra Costa County only) **Craft/Classifications:** Laborer and Related Classifications

The following addenda that were included with the scope of work provisions for the crafts/classifications referenced above have been rescinded and no longer apply to public works projects advertised for bids on or after September 1, 2013 in Contra Costa County.

- "Agreement on Prevailing Area Practice in Contra Costa County between Laborers' Local Union 324 and Plumbers and Steamfitters Local 159" signed by Randy LeMoine and Aram Hodess on 3/12/09
- Letter from Randy LeMoine dated November 2, 2009.

The rescission of the above addenda to the scope of work provisions was made at the request of Laborers' International Union of North America, Local 324 and the Northern California District Council of Laborers in letters dated July 19, 2013 and August 1, 2013, respectively.

The addenda and letters referenced in this Important Notice are attached.

¹⁷⁸ 845 RECLIVED Department of tratimical Relations

APR 1 6 2009

ARAM HODESSOffice Business Manager

UNITED ASSOCIATION LOCAL UNION 159 Plumbers Steaminters & Refrigeration Journeymen & Apprentices THOMAS LAWSON

ROBERT SEWELL Fin. Sec. Trezs.

President

Agreement on Prevailing Area Practice in Contra Costa County

between

Laborers' Local Union 324

and

Plumbers and Steamfitters Local 159

This Agreement clarifies the prevailing area practice in Contra Costa County regarding the construction of water treatment plants, wastewater (i.e. severage) treatment plants and water reclamation plants and all water, wastewater and reclaimed-water pumping stations for work performed both inside and outside of buildings within the boundaries of such facilities.

- 1) The prevailing practice in Contra Costa County is to pay the Laborers' prevailing rate of per diem wages for the unloading, distribution, tabrication, installation, and testing of:
 - (a) all surface and storm drain piping;
 - (b) raw sewage, raw water and rectained water, infall, outfall and bypass feed lines;-
 - (c) all cribbing and shoring, meaking of concrete, pipe wrapping, digging, backfilling, tamping, resurfacing and particular all ditches;
 - (d) placing of all concrete and group and drypack or epoxy;
 - (e) all manholes, cathe basins and surface water area drains;
 - (f) fire blanket and fire vatch, and
 - (g) coating, wrapping and soliday detection above and below grade.

The area practice in Contra Costa County has been and continues to be to have the work outlined in 1(a) - 1(g) performed by workers paid the prevailing wage for Laborers.

- 2) The prevailing practice in Contra Costa County is to pay the Plumber/Pipefitter prevailing rate of per diem wages for the unloading, distribution, fabrication, installation and testing of:
 - a) all plumbing to the point of connection five feet outside of the building or structure;
 - b) all process piping and tubing (including process water and process wastewater piping) along with all valves, hangers and supports for these systems;
 - c) all vacuum, gas, chemical, hydraulic, pneumatic instrumentation and control piping and all related mechanical process equipment integral to the piping system.

The area practice in Contra Costa County has been and continues to be to have the work outlined in 2(a) thru 2(c) performed by workers paid the prevailing wage for Plumbers and Pipefitters.

Page 1 of 2

This Agreement clarifies existing prevailing-wage payment practices in Contra Costa County; it does not establish any new practice.

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LABORERS' LOCAL UNION 324

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PLUMBERS & STEAMFITTERS LOCAL 159

Randy LeMoine Business Manager

Aram Hodess Business Manager

Date

PECELVED

APR 1 6 2009

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Laborer/UA Agreement on Prevailing Area Practice in Contra Costa County

Page 2 of 2

63 Main Office 611 BERRELLESA STREET MARTINEZ, CALIFORNIA 94553 Phone (925) 228-0930 Fax (925) 370-1586

Antioch Office 1005 Fitzuren Road ANTIOCH, CALIFORNIA 94509 Phone (925) 522-0006

RANDY L. LEMOINE

Business Manager Secretary/Treasurer Richmond Office 101 So. 12th Street RICHMOND, CALIFORNIA 94801 Phons (510) 234-1069

ABC CBA



VALLEJO, CALIFORNIA 94590 Phone (707) 643-7214

LABORERS' INTERNATIONAL UNION of NORTH AMERICA, Local 324

November 2, 2009

SENT U.S. MAIL AND FACSIMILE

David Mar Research Manager State of California Division of Labor Statistics and Research P.O. Box 420603 San Francisco, CA 94142

RECEIVED Department of Industrial Relations

> NOV 3 2009

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bor Statistics & Research Chief's Office

Dear Mr. Mar:

Per your message dated September 29, 2009 I am responding to purpequest for descriptions of w being fabricated and what is being tested and the process and or equipment used for testing. The equest for descriptions of what is following will best describe:

Pipe description - type of pipe -1 <u>- 1 - 1 - 5</u>7

essure checking by plugging and pressure testing. Pipe testing for leaks, an

Teri

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Also, wrapping, jeeping and dopeing of all pipes.

Any questions, please do not hesitate to contact me.

Sincerely, Da-

RL:Im^{any@} <> 1.5

Randy LeMoine Business Manager

新生产的,在1996年4月16日,新华市区的1996年。

b Blue.

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PÁGE 03/03 NCDCL LEGAL 9254605996 08/01/2013 08:22 Vallejo Office 2920 Sonoma Blvd. Stc., B Richmond Office Main Office 611 BERRELLESA STREET Antioch Office 1005 Flizuren Road 101 So, 12th Street VALLEJO, CA 94590 (707) 643-7214 ANTIOCH, CA 94509 RICHMOND, CA 94801 MARTINEZ, CA 94553 (925) 522-0006 (925) 234-1069 (925)228-0930 Fax (929) 370-1586 Santa Rosa Office RANDY L, LEMOINE P.Q. Box 5438 Business Manager SANTA ROSA, CA 95407 Secretary/Treasurer (707) 542-1107 LABORERS' INTERNATIONAL UNION orth Arne

July 19, 2013

RECEIVED

JUL 18 2015

NOR CALDISTRICT COUNCIL OF JABORERS

Aram Hodess, Business Manager United Association Local Union 159 1308 Roman Way Martinez, CA 94553

Re: Prevailing Area Practice in Contra Costa County

of NORTH AMERICA, Local 324

Dear Mr Hodess,

I write to you on behalf of Laborers' Local 324. This is to inform you that the above-referenced agreement, executed on March 12, 2009, does not represent the current prevailing area practice in Contra Costa County. For that reason, the agreement is hereby canceled and nullified.

Furthermore, any agreement or modification by any Laborer affiliate must be handled solely through the -District Council.

If you have any questions about the above, or wish to address the matter further, please do not hesitate to contact Oscar De La Torre, Business Manager, Northern California District Council of Laborers.

Yours truly,

r Randy LeMoine Business Manager Laborers Local 324

Risl

cc: Christine Baker, Director, Dept of Industrial Relations; <u>cbaker@dir.ca.gov</u> Oscar De La Torre, Bus Manager, Northern Calif District Council of Laborers, <u>odelatorre@ncdcl.org</u>

an Sans

08/01/2013 08:22 9254505995 NCDCL LEGAL PAGE 02/03 Northern California District Council of Laborers Affiliated with the Laborers' International Union of North America Business Manager Secretary-Treasurer President Vice President Sergeant at Arms Oscar De La Torre David George David Gorgas Dovle Hadiford Ken Lusby Executive Board Members Auditors Harry Harris | Sam Robinson | Bruce Rust James Homer | Wilbart Lucas | Victor Farra Laborers' Local 67 8400 Enterprise Way RECEIVED August 1, 2013 Sulte 119 Oakland, CA 94621 Department of Industrial Relations Laborers' Local 73 aug oʻt 2013 3984 Cherokae Road Via Facsimile and U.S. Mail Stackton, GA 95215 Office of the Director-Research Christine Baker, Director i.aborers' Local 139 PO Box 5438 Department of Industrial Relations Santa Rosa, CA 95402 Office of the Director Laborers' Local 166 1515 Clay Street, 17th Floor 8400 Enterprise Way Oakland, CA 94612 Suite 103 Oekland, CA 94621 Ret Prevailing Area Practice in Contra Costa County Laborers' Local 185 1320 National Drive Eacramanio, CA 95834 Dear Director Baker: Laborers' Local 261 As you can see from the enclosed letter of July 19th from Laborers' Local 324 to the S271 - 18th Straet Sen Francisco, CA 94110 United Association of Pipe Fitters and Plumbers Local Union 159, the "agreement" secured on March 1, 2009 relating to the area practice-in Contra Costa County has Laborera' Local 270 been rescinded and terminated. On behalf of the Northern California District Council of 509 Emory Street San Jose, CA 95110. Laborers, I am requesting that agreement be deleted from the pravailing wage determination and from its publication on the DIR wabsite. ·Leborera' Local 291 PO Box 4250 San Falael, CA 94913 We hereby notify you that the Northern California District Council of Laborers is the sole Laborers' Local 294 bargaining agent for terms and conditions of employment for laborers employed in 5431 East Hedges Northern California and that, therefore, any agreements or modifications of any Fraanci, OA 93727 agreements, and/or clarifications of any agreements, be addressed solely through the Laborera' Local 297-Northern California District Council of Laborers. 117 Pajaro Street Salinas, CA 93901 Thank you for your attention to this matter. 'Feel free to contact the undersigned if you Laloorers' Local 304 wish to discuss it. 29475 Mission Bivd Hayward, CA 94544 Yours truly, Laborers' Local 324 811 Berrelless Street Marlinez, CA 94553 Laborers' Local 389 300 - 7th Avenue San Mateo, CA 94401 Oscar De La Torre **Business Manader** Laborars' Loosi 886 8400 Enterprise Way Northern California District Council of Laborers Sulta 110 Oakland, CA 94621 Laborers' Local 1130 ODLT:lo PO Box 8448 enclosure Modesto, CA 95353 José Mejia, Director, California Legislative Council CÇ; NODOL 4780 Chabot Drive Sulte 200 Pleasanton, CA 94588. P.025_460_6800 F 925-469-6900 NCDOLABORERS.ORG 18850

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102 EDMUND G. BROWN, JR., Governor

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



September 3, 2013

IMPORTANT NOTICE TO 2013-2 CD RECIPIENTS, AWARDING BODIES, AND ALL INTERESTED PARTIES REGARDING A CORRECTION TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

CRAFT: Terrazzo Finisher

DETERMINATIONS: IMP-2013-2, INY-2013-2, KER-2013-2, LOS-2013-2, MON-2013-2, ORA-2013-2, RIV-2013-2, SBR-2013-2, SDI-2013-2, SLO-2013-2, STB-2013-2, and VEN-2013-2 **LOCALITIES:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties

The Craft of Terrazzo Finisher is an apprenticeable craft in the above referenced general prevailing wage determinations and counties. However, the following pound sign, #, to designate the Terrazzo Finisher as an apprenticeable craft and the apprentice determinations were inadvertently excluded in the above referenced general prevailing wage determinations.

DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102 EDMUND G. BROWN, JR., Governor

MAILING ADDRESS: P. O. Box 420603 San Francisco, CA 94142-0603



September 5, 2013

IMPORTANT NOTICE TO 2013-2 CD RECIPIENTS, AWARDING BODIES, AND ALL INTERESTED PARTIES REGARDING A CORRECTION TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

Dear Public Official/Other Interested Parties:

CRAFT: Brick Tender

DETERMINATION: IMP-2013-2, INY-2013-2, KER-2013-2, LOS-2013-2, MON-2013-2, ORA-2013-2, RIV-2013-2, SBR-2013-2, SLO-2013-2, STB-2013-2, and VEN-2013-2 LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

A footnote for the Brick Tender craft was inadvertently omitted from the above-listed determinations. The footnote that was inadvertently omitted is as follows:

The ratio of Brick Tenders to Bricklayers shall be as follows: one (1) Brick Tender to no more than three (3) Bricklayers during the installation of Block on a typical Masonry project.

With the exception of this correction, all of the wage rates and other conditions found in the above referenced determinations remain unchanged.

Attachment 5

Prevailing Wage Determination

Agreement between the Parking and Garage Industry San Francisco and San Mateo Counties and Teamsters Automotive and Allied Workers, Local Union No. 665

SAN FRANCISCO MASTER PARKING AGREEMENT

By and Between the Signatory Parking Operators and Teamsters Local Union No. 665

December 1, 2012 through November 30, 2015

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GARAGE AND PARKING FACILITIES AGREEMENT December 1, 2012 through November 30, 2015

PREAMBLE

This Agreement is made and entered into by and between the Jurisdictional Operators of Parking Facilities referenced in Section 34, hereinafter referred as the "Employer", and **Teamsters Local Union No. 665**, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", covering the employment of persons coming under the jurisdiction of the Union in San Francisco, California.

SECTION 1: RECOGNITION

The Employer hereby recognizes the Union as the exclusive collective bargaining representative of all employees employed by the Employer to perform work in the classifications specified in Section 15, "DUTIES", herein, and employees performing work in these classifications shall be known by the term: "Garage Employees."

It is agreed that the signing of this Agreement shall constitute a recognition of the Union, and it is further agreed that no member shall be discharged for activity in or representing their Union. Persons not covered by this Agreement, including non-bargaining unit employees of the Employer, shall not, under normal circumstances, perform any work or services covered by this Agreement.

SECTION 2: HIRING

Only members in good standing in the Union shall be retained in employment. For the purposes of this Section, "members in good standing" shall be defined to mean employee members of the Union who tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

All employees covered by this Agreement shall become members of the Union within thirty-one (31) days from the effective date of this Agreement or within thirty-one (31) days from the date of employment, whichever is later, and shall remain members of the Union in good standing as a condition of continued employment.

The Employer shall require new employees to obtain a referral from the Union before starting to work, and it shall be the Employer's responsibility for any violation of this Section in the Agreement. The Employer shall pay a \$100.00 fine per day and per violation, to be disbursed by the Union, but this fine shall be subject to the grievance procedure in the Agreement.

The Employer shall be the judge of the competency and fitness of the employee for all purposes, including hiring, promotion, and demotion. When an employee is engaged outside of the Union office, the employee shall be required to obtain a referral from the Union before starting to work.

A. Probation Period: Employees hired after the ratification of this Agreement shall be on probation for the first ninety (90) calendar days of employment. New employees terminated by the Employer during the ninety (90) day probationary period shall not be subject to the grievance procedure. Wages and other working conditions in the contract shall apply to employees during the probationary period.

B. Non-Discrimination: There shall be no discrimination in hiring, promotion, or other aspects of employment, because of age, sex, race, creed, color, national origin, physical handicap, marital status or sexual orientation. No employee shall be discriminated against by the Employer for living up to and observing the provisions of this Agreement. The Employer agrees to promote diversity in hiring and promotion within the bargaining unit.

C. Cost of Hiring: The Employer agrees to pay the cost of medical examination and bonding fees if required. The Employer shall pay employment agency fees if it or its agent specifically orders employees from employment agencies.

D. Observer Status: The Union shall have the right to attend and observe final, pre-employment meetings where a bona fide offer of employment is tendered to any prospective new-hire in the bargaining unit.

The Union shall not retain any rights which shall prevent the Employer from offering employment to any prospective employee. Further, the Union retains the right to waive attendance at such meetings.

Effective January 1, 2013 operators/signatures to this Agreement will be required to submit to the Union a comprehensive list including the names of employees, hire date, current rate of compensation and work location. The list must be provided to the Union no later than the 15th of the following month.

In the event that an Employer does not provide this employment audit list to the Union in the timeframe noted the Employer shall pay a fine of \$2500 for each month the list is not received. In addition, if additional employees are determined to be working for the Employer, but not included on the list, the Employer may pay up to \$100.00 for each day the employee has been omitted from the Employer Audit List.

The Union retains the right to waive the financial penalties outlined in this clause, at its discretion.

SECTION 3: UNION MEMBERSHIP

Membership in the Union on or after thirty-one (31) days following the beginning of employment, or the effective date of this Agreement, whichever is later, shall be a condition of employment to the extent consistent with the law.

Upon satisfactory proof from the Union, the Employer agrees to suspend or discharge any employee who fails to make application for and complete membership in the Union or, alternatively, fails to tender initiation fees and dues uniformly required as a condition of acquiring or retaining membership. The Union shall hold the Employer harmless from any and all liability.

The Employer agrees that members of the Union shall not be discriminated against or be penalized because of activities in the Union, provided said activities do not interfere with their regular employment.

The Union may designate an individual to serve as shop steward. There shall be neither discrimination against nor preferential treatment, for purposes of layoff or recall, of the steward because of Union activity.

The Employer at the request of the Union is to deduct from the wages of employees, membership dues (and initiation fees) of the Union, and promptly transmit such funds to the Union; provided, that the Employer has received from each employee, on whose account such deductions are made, a written assignment which shall be irrevocable for a period of more than one (1) year, or beyond the termination date of the applicable collective bargaining agreement, whichever occurs sooner.

SECTION 4: SENIORITY

A. Definition: For the purpose of this Agreement, seniority is defined as time spent on the active payroll or actively at work for the Employer at the facility covered by this Agreement on a continuous basis. Any employee transferred to any facility of his or her Employer will carry with him or her all seniority heretofore established.

B. Application: When it is necessary to increase or decrease the number of employees, the principle of seniority shall be observed. The last person hired shall be the first person laid off and the last laid off shall be the first rehired. The rule of seniority of employees covered by this Agreement shall apply only within each Employer and shall prevail on different jobs providing the senior employee is qualified to fill the job of the junior employee. The rule of seniority shall also apply to vacation periods. Seniority shall also apply to shift and holiday preference provided the senior employee is capable and qualified to perform the work as determined by the Employer.

C. Seniority Rights: Companywide seniority rights shall apply to layoffs, reduction in hours, location changing from one to another and vacation entitlement.

D. Open Job: As additional help is needed at an individual location, employees, in seniority order, may be given the opportunity to fill such open job, and hours if they have applied to the Employer, provided the senior employee is capable and qualified to perform the work as determined by the Employer.

Seniority shall not prevent the Employer from moving any employee from one location to another location. There shall be at least one shift bid per year per location. An employee may exercise his or her seniority only at that location.

E. Layoff: Any employee at the time of layoff will, if recalled within one (1) year, be credited with the amount of service credit he or she had at the time of layoff.

F. Recall: The seniority of an employee will be terminated for failure to report for work within five (5) working days after notice of recall is mailed by Certified Mail by the Employer, to the last address of the employee on the Employer's records.

G. Broken Seniority: Seniority shall also be broken for the following reasons: Voluntary quit, discharge for cause, retirement, absence from work from three (3) consecutive scheduled work days without proper report of and proof of reason for absence, the use of intoxicants or drugs during the hours of employment, or leaving his or her place of employment before the completion of his or her designated shift, unless permitted to do so by his or her Employer, layoff for a period exceeding the employee's seniority but not to exceed twelve (12) continuous months, suspension or revocation of driver's license, and not returning from a leave of absence. The term "drug" means any substance or combination of substances, other than alcohol, which could so affect the nervous system, brain, or muscles of a person as to impair, to an appreciable degree, his or her ability to drive a vehicle or perform work in the manner that an ordinarily prudent and cautious person, in full possession of his or her faculties, using reasonable care, would drive a similar vehicle under like conditions. (See Section 20 (S.)

SECTION 5: VACATIONS

A. Each employee having had one (1) year completed continuous service with his or her Employer shall receive a vacation of one (1) week with pay.

B. Each employee having had two (2) years' completed continuous service with his or her Employer shall receive a vacation of two (2) weeks with pay.

C. Each employee having had five (5) years' completed continuous service with his or her Employer shall receive a vacation of three (3) weeks with pay.

D. Each employee having had twelve (12) years' completed continuous service with his or her Employer shall receive a vacation of four (4) weeks with pay.

E. Each employee having had twenty (20) years' completed continuous service with his or her Employer shall receive a vacation of five (5) weeks with pay.

F. Each employee having had twenty-five (25) years' completed continuous service with his or her Employer shall receive a vacation of six (6) weeks with pay.

G. Accrual: The vacation schedules contained herein shall be vested, accessed, paid out and/or awarded after the completion of the 1st year of employment, and thereafter, with the unvested accrual for such benefits taking place during the year prior to the award.

Vacation pay shall consist of an employee's normal and usual weekly or bimonthly earnings of all time worked, exclusive of overtime, and shall be paid to the employee on the last working day immediately preceding the actual commencement of the employee's vacation.

H. Beginning January 1, 2013, all employees shall receive a reconciliation of all past accrued vacation time, and a cash-out for all accrued vacation hours, up to and including hours worked on December 31, 2012.

This reconciliation and cash-out of these monies shall be completed on a piecemeal basis or before June 30th, 2013.

All employees will be allowed up to ninety (90) days after June 30th, 2013 to protest, through the contractual grievance procedure, any discrepancies discovered in this reconciliation and cash-out. Any protests regarding this reconciliation and cash-out filed after April 15, 2013 shall be considered null and void and shall be denied by a contractual grievance panel.

During the initial period of January 1, 2013 through November 30, 2013 all employees shall be entitled to take vacation as it accrues, in daily or weekly increments, throughout the year 2013, with advance permission from their Employer.

Beginning December 1, 2013, all employees shall accrue vacation benefits in accordance with schedules A through F above, on a calendar year basis, December through November of each year. Any cash-out awards after the initial reconciliation of January 1, 2013 shall take place in the month of December each year.

Employees shall receive a schedule of vacation accrual on a weekly or bi-weekly payroll basis, but no less than every six (6) months. Employees must use the "ninety (90) day wage claim" provision of this Agreement to protest any discrepancies detected by the employee upon the Employer's presentation of any vacation accrual schedule.

Employees hired after January 1, 2013 shall receive a pro-rata accrual of one-week vacation based on his/her date of hire during their first year of employment. The Employer shall adhere

to and follow the vacation accrual schedules A through F above for improvements in accrual rates during any calendar year, using the initial employment date or seniority date of each employee, whichever is deemed as primary based on the Change of Management/Change of Ownership sections of this Agreement.

I. No "Use-It-or-Lose-It": All employees shall be allowed, on a calendar year basis, to maintain their normal annual accrual, as a vacation "bank", at all times.

Forced cash-outs shall cause the Employer to provide for contractual health and welfare premiums for any period taken off in a calendar year, where time-off is taken in conjunction with the forced cash-out.

Vacation time may be split our used in the entirety of the normal annual accrual. Vacation time may be taken in one-day increments, with the permission of the employer. Nothing herein shall prevent the Employer and the employee to allow for a mutually agreed cash-out outside of the usual January cash-out period.

Vacation schedules shall be posted at the beginning of the calendar year at each location and shall be bid in seniority order; however, seniority shall not be used to "bump" vacation schedules which have been previously approved, after being bid in seniority order.

Posted Vacation Schedules shall be in weekly increments.

The utilization of vacation benefits shall not cause the employee to lose holiday or any other benefits contained in this Agreement.

No Automatic "Black-Outs": No time in the calendar year shall be under a "Black-Out". The Union and the Employer shall confer and mutually approve "Black-Outs" which may previously have been in place in the industry. Criteria for approval shall include the business and staffing needs of any given location, on a case-by-case basis at the sole discretion of the Employer.

Whenever a worksite is not subject to an approved "Black-Out", the number of employees allowed to utilize vacation benefits at any one time shall not be structured in such a way that the business needs of the Employer are jeopardized. Employees prevented from utilizing vacation because of "business needs" shall be offered alternative times by the Employer.

Regardless of the reason for termination from employment, including but not exclusive to voluntary quit, permanent lay-off, retirement, termination for cause, or other subjects of attrition, the employee shall receive all unused vacation up to and including time accrued on the last day of employment.

In the event of the death of an employee, the estate of the deceased employee shall receive the amount of all unused vacation.

J. The employee shall make all requests for vacation to the Employer within two (2) weeks prior to the requested time off, unless the vacation has been approved during the initial worksite vacation bid in January.

The Employer agrees to reply to all requests for Vacation Time Off within ten (10) days of receipt. The Employer shall not unduly restrict Vacation Time Off requests, and shall make every effort to accommodate the employee's request, and otherwise offer alternative dates where appropriate.

SECTION 6: HEALTH & WELFARE: MAJOR MEDICAL; DENTAL; ORTHODONTIA; PRESCRIPTION DRUG; VISION COVERAGE; ACCIDENT & SICK; LIFE INSURANCE

During the life of this Agreement, the Employer shall provide to the employees a Health and Welfare Fund and shall pay to the administrator of the Bay Area Automotive Group Welfare Plan the premium and administrative cost as provided for in the appropriate Trust Agreement and amendments thereto.

All employees who have completed more than ninety-six (96) hours of work in the previous month shall be eligible for coverage under such plan on the first of the month following completion of more than ninety-six (96) hours of work.

Premiums must be paid by the tenth (10th) of the current month. Any Employer who failed to provide his or her employees with insurance benefits described above and who fails to pay the required premiums by the tenth (10th) day of the current month shall be held responsible to the employees herein covered for the benefits which would have been provided by such insurance coverage. It shall not be a violation of this contract for the Union to take necessary economic action upon failure of the Employer to pay premiums as above provided.

For each eligible employee, the Employer agrees to pay the premium and administrative cost of the Health and Welfare Plan, to include Indemnity Medical, Prescription Drug, Orthodontia, Life Insurance, Dental, Vision Coverage, Accident & Sick Coverage and Kaiser Option. Full maintenance of benefits on major Medical, Dental, Orthodontia, Prescription Drug, Vision Coverage, Accident and Sick Coverage, and Life Insurance, shall be maintained. The premium cost of the Kaiser option may not increase over the Indemnity Medical rate.

It is understood that the Employer contributions referenced above may be increased as determined by the Trust Fund Agreement in order to maintain such benefits at the same level as presently in effect. The level of Health and Welfare benefits will be maintained.

The Employer agrees to abide by all terms and conditions of the Trust Fund Agreement creating such Health and Welfare Funds as they have been or may be modified, altered or amended, and all regulations and rules of the Board of Trustees of such Trust.

Kaiser Option: There shall be a Kaiser option effective in each year of the contract. Each employee shall have the option of coverage under the Indemnity Medical Plan of the Bay Area Automotive Group Welfare Fund or the HMO Medical Plan offered by Kaiser Foundation Health Plan.

Each new employee shall make such selection at the time active employment starts. The Employer shall pay the Kaiser coverage in full and maintain benefits on future increases.

Contractual vacations and holidays shall be counted as time worked for the purposes of this Section. New employees shall be eligible for medical benefits subject to the following schedule:

First (1st) 6 months: No medical benefits Next 6 months: Basic Major Medical or Kaiser; Prescription Drug; Life Insurance; Vision; Dental; Orthodontia; Accident and Sick.

Employers shall pay required contribution regardless of the Benefits above.

All employees who work more than ninety-six (96) hours in a month under B.A.A.G Policy No. 4026, or equivalent benefits under a different carrier, with maintenance of benefits, parties agree to seek change in carriers if identical benefits can be obtained by the Board of Trustees. The Trust may increase or decrease and modify benefits. Irrespective of the benefit entitlement set forth above, if an employee, prior to hiring by the Employer, has been covered under the Bay Area Automotive Group Welfare Fund within the last twelve (12) months prior to hiring, the employee shall be entitled to full benefits starting with the first month following the completion of more than ninety-six (96) hours of work with this Employer.

The Monthly Premium for the Plan shall not increase above \$990 until coverage for January 2015.

The Trust shall retain the ability to adjust the Schedule of Benefits for the Plan at any time in order to maintain a premium cost at or below \$990 a month, through January 2015. The Union will make a "best effort" to maintain the premium of \$990 through the life of this Agreement.

SECTION 7: PENSION PLAN

The Employer shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee performing bargaining unit work, the sums as specified below, per hour, for each straight-time hour worked for such Employer, with a maximum of 2080 hours per calendar year. Such contributions must be made by the tenth (10th) day of each month. Vacations and paid holidays and all other days where time off is compensated under the Contract shall be counted as time worked for the purpose of this Section.

The Employer will contribute an additional 16.5% to the Western Conference of Teamsters Program for Enhanced Early Retirement (PEER) 80. The contributions required to provide the

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Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for PEER must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

A. Probationary Employees: For probationary employees hired on or after December 1, 2008, the Employer shall pay an hourly contribution rate of \$0.30 (including PEER/80) during the probationary period as defined in Section 2, but in no case for a period longer the ninety (90) calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in Section 7 of the Agreement.

After the expiration of the probationary period as defined in Section 2, but in no event longer than ninety (90) calendar days from the employee's first date of hire, the contribution shall be increased to the full contractual rate. This provision is only applicable for regular full-time and regular part-time employees serving a probationary period.

12/1/2010, and thereafter:

The total contributions including PEER 80 to the Western Conference of Teamsters Pension Trust shall be \$2.19 per hour.(\$1.88 Basic Contribution Rate plus \$0.31 PEER rate.)

The Employer agrees to abide by all terms and conditions of the Trust Agreement creating such pension funds as they have been or may be modified, altered or amended, and all regulations and rules of the Board of Trustees of such Trust.

The Employer further agrees to abide by and be bound by, the method of selection of the Trustees of such Trust as specified in such Trust.

Any firm which fails to pay into such Trust Fund the monthly sums above provided shall be held responsible to the employees herein covered for the benefits which would have been provided by such pension coverage, and such firm shall pay all cost of collecting delinquencies, including attorney fees.

If the Trustees of the above Pension Trust fund find that an Employer has failed to make the monthly payments as above provided, it shall not be a violation of this Agreement for the Union to take necessary economic action.

SECTION 8: SUPPLEMENTAL INCOME 401 (k) PLAN

The Employer shall contribute to the Supplemental Income 401 (k) Plan Trust Fund, on account of each employee of the bargaining unit coming under the jurisdiction of the Union, for each straight-time hour worked, the sums to be effective and computed as follows.

Employees working under this Agreement shall have Supplemental Income 401 (k) Plan Trust Fund contributions, as outlined below:

Effective 12/1/09, and thereafter; 1st 3 months of employment -No contribution. 4th month of employment & thereafter - \$0.25 (twenty-five cents) per hour

Contractual vacation and holidays paid for but not worked shall be considered as time worked for the purposes of this Section.

The Employer agrees to abide by all terms and conditions of the Trust Agreement creating such Trust Fund as it has been or may be modified, altered or amended, and to abide by all regulations and rules of the Board of Trustees of such Trust. The Employer further agrees to abide by, and be bound by the method of selection of the Trustees of such Trust as specified in said Trust Fund.

If the Employer fails to pay the Trust Fund the monthly sums above provided, the Employer shall be responsible to the employees herein covered for the benefits, which would have been provided by such Supplemental Income 401 (k) Plan coverage. The Employer shall pay all costs of collecting delinquencies, including attorney fees. All required contributions under this Section must be made by the tenth (10th) day of each month.

Employees may participate, and the Employer shall facilitate, the Supplemental Income 401 (k) Plan, through the Union's administrator, on behalf of all members working under this Agreement.

The Employer will make or cause to be made payroll deductions from participating employee's wages in accordance with each employee's salary deferral election subject to compliance with ERISA and Tax Code Provisions. The Employer will forward the withheld sum to the Supplemental Income 401 (k) Plan, or its successor, at such time as such form and manner as required pursuant to the plan trust and the paycheck deductions shall be before-tax contributions.

SECTION 9: HOLIDAYS

A. Holiday Schedule

New Year's Day M.L. King, Jr. Birthday President's Day Independence Day Memorial Day Labor Day Thanksgiving Day Christmas Day Employee Birthday Employee's Date of Hire

Two (2) Floating Holidays

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B. The following holidays when worked, shall be paid for at double the straight-time rate of pay: Rev. Martin Luther King, Jr. Birthday; President's Day; Memorial Day; Independence Day; Employee's Birthday; Employee's Anniversary Date of Hire.

C. The following holidays when worked, shall be paid for at two and one-half (2-1/2) times the straight-time rate of pay: Labor Day; Thanksgiving Day; Christmas Day; and New Year's Day.

D. Employee's Birthday and Date of Hire: All employees will be allowed to be off on those days or alternatively any day may be taken during the week in which the affected holiday falls by mutual agreement between the employee and the Employer.

E. Floating Holidays: Floating Holidays to be mutually agreed upon by the Employer and each employee. At least two (2) weeks' advance notice of floating holiday to be given by employees.

F. When not worked, the above listed holidays shall be paid for at the rate of straight-time pay on the basis of hours normally worked, whether such day occurs within or outside an employee's workweek.

G. In order to be eligible for holiday pay when no work is performed, an employee must work or be available for work on the last regular work day immediately prior to a holiday and on the first regular work day immediately following that holiday unless that employee can show a justifiable excuse to his or her Employer and the Union. An employee who fails to report as scheduled for work on a holiday shall forfeit his holiday pay unless that employee can show a justifiable excuse to his or her Employer and the Union. The Employer shall give at least a one (1) week notice to the employee of a contemplated shift change.

H. A paid holiday shall be considered a day worked, except that if a paid holiday falls on an employee's day off the regular contractual workweek shall prevail for the purposes of computing overtime in that week.

I. Employees required to work on the sixth (6th) consecutive day and when that sixth (6th) day falls on a negotiated holiday the employee will be paid two and one-half (2-1/2) times his or her regular salary.

J. When any of the above holidays fall on Sunday, the day observed by the State or the Nation shall be considered as the holiday.

K. Holidays during the first year of employment: New Year's Day; Rev. Martin Luther King, Jr. Birthday; President's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day. During the second year of employment, add: Employee's Birthday; two (2) floating holidays; and Employee's Date of Hire.

L. Whenever an employee is off the job for reasons of bona fide illness or injury for a period of up to thirty (30) days, the employee shall receive pay for any holiday falling within that time period. Employees must be on State Disability or Workers Compensation to be eligible.

M. When any of the holidays are observed by the State or Federal Government on a different day, the Federal declaration shall take precedence and such day shall be observed as the holiday under the terms of this Agreement except Christmas Day, December 25, which will always be observed on the day it occurs.

N. The Employer shall post a Holiday schedule for each garage or lot with 2 weeks advance notice.

When two or more paid holidays fall within one day, the employee shall receive an extra day off with pay.

SECTION 10: SICK LEAVE

A. Employees shall be credited with the full complement of nine (9) sick days as of January 1st of each year. An employee's final paycheck may be reduced (garnished) based the number of days taken but not earned, in the event of resignation or termination. This garnishment of sick days shall be calculated based on 9/12 day earned for each calendar month in which the employee worked at least 20 hours. It is the intent of the collective bargaining parties to comply with the provisions of San Francisco's Paid Sick Leave Ordinance.

B. Sick leave will be payable on the second day if the employee is not hospitalized due to an accident or illness. If an employee has used all of his or her Hospital Pay, he or she will be eligible to use available sick pay on the first day if he or she is readmitted to the hospital and Hospital Pay is exhausted.

C. Sick leave is specifically payable for regularly scheduled workdays only at the employee's straight-time rate of pay.

D. For the initial period of service, prior to January 1st, an employee shall receive a pro-rata of his or her accumulated sick pay compensation, payable during the first payroll period in December.

E. Accumulation: During the life of this Agreement an employee upon termination for any reason, except proven theft, shall receive a pro-rata of accumulated sick pay compensation within seventy-two (72) hours.

F. Regular part-time employees who work less than twenty (20) hours a week shall not be eligible for sick pay compensation.

G. Regular part-time employees who work twenty (20) hours a week shall be eligible for prorata sick pay.

H. All employees presently employed for one year or more, by the same Employer, shall receive all unused sick leave, payable in cash at the accrued rate of pay during the first payroll period in December.

I. Employees also have two (2) options: Electing, in writing to the Employer by December 1st of each year, an additional vacation week with the employee paid the full complement for five (5) days off, or; Electing to accumulate up to a maximum of fifteen (15) days carried forward year to year at the accumulated rate of pay. Upon resignation or death, etc., an employee or his or her estate shall collect all unused sick pay. Any employee found accepting or claiming benefits under this Section by reason of false statements or documents shall be subject to disciplinary action.

SECTION 11: HOSPITAL LEAVE PAY

Each full-time employee with one or more years of seniority shall receive three (3) days of Hospital Leave Pay each year. Such Hospital Leave Pay is to be used prior to the sick pay as described above. Such Hospital Leave Pay is to be used only when the employee is admitted overnight as a patient in a regularly constituted, fully equipped licensed hospital. The employee must be hospitalized overnight. The employee must provide sufficient proof.

The employee will be paid his or her regular straight-time hourly rate of pay for eight (8) hours each day while confined in said hospital until he or she reaches the limits herein contained. The employee may accumulate unused Hospital Leave Pay for a maximum of nine (9) days, and there shall be no cash out of Hospital Leave Pay.

SECTION 12: PART-TIME SCHEDULES

A) Regular part-time employees: Regular part-time employees are defined as those ordered to report to work at regularly specified intervals. Regular part-time employees shall be subject to the following:

- Regular part-time employees shall be paid according to the time employed but must be guaranteed at least four (4) hours pay per shift, and overtime provisions, as contained in Section 14 of this Agreement.
- Regular part-time employees who work less than twenty (20) hours per week shall not be eligible for vacation pay or for paid holidays when not worked. Benefits under the Health and Welfare, Major Medical, Orthodontia, Accident and Sick, Dental, Drug and Vision Coverage (Section 6) apply only after they have completed more than ninetysix (96) hours of work in the preceding month of their employment.

- Regular part-time employees are eligible for holiday pay and shall be paid on the basis of hours normally worked.
- 4. Regular part-time employees shall receive the applicable premium rate of pay for hours worked on any holiday named in this Agreement.
- Regular part-time employees who normally work twenty (20) hours a week or less shall receive three hours pay for each holiday named in this Agreement for which he or she is scheduled to work but which is not worked because the Employer is closed for the holiday.
- Regular part-time employees shall be given first consideration for full-time positions; the final selection to be based upon the employee's competency and qualifications to perform the work.
- 7. Regular part-time employees shall be guaranteed four and eight-hour shifts. All employees ordered to report or working four hours or less shall receive four hour's pay; all employees ordered to report or working more than four hours shall be limited to the straight-time working hours specified in this section.
- Regular part-time employees who work twenty (20) hours a week or less shall receive the following vacations and pay therefore: Employees who have served one year of continuous service shall receive one week with pay at 1% of his or her annual earnings.

2 years	2 weeks with pay	1.5%
5 years	3 weeks with pay	2%
12 years	4 weeks with pay	3%
20 years	5 weeks with pay	4%
25 ears	6 weeks with pay	5%

9. Separate seniority lists shall be maintained for all regular part-time employees. A part-time employee shall have seniority on a part-time list, but if a part-time employee becomes a full-time employee, he or she shall be credited with seniority for one-half the time worked as a part-time employee.

The ratio of full-time to part-time in this bargaining unit shall be 80%. All bargaining unit employees shall be offered an opportunity, in writing, to a 40 hour-a-week shift, in seniority order. Declining an offer of a forty (40) hour-a-week shift shall cause the employee to be designated part-time. The part-time ratio may be adjusted to include written requests for part-time work.

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SECTION 13: RATES OF PAY

A. Journeymen shall receive hourly wage rates in accordance with the following schedule:

	<u>12/1/12</u>	<u>12/1/13</u>	<u>12/1/14</u>
Journeyman	\$21.46	\$21.80	\$21.80
Months of Employ	yment		
1-6 mos.	\$14.50	\$14.50	\$14.50
7-12 mos.	\$15.00	\$15.00	\$15.00
13-18 mos.	\$16.50	\$16.50	\$16.50
Thereafter	Journey Rate	Journey Rate	Journey Rate
		•	

B. Class "B" Progression Rates and Scale:

Class "B" Rate	<u>12/1/12</u> \$16.00	<u>12/1/13</u> \$16.50	<u>12/1/14</u> \$16.50		
Months of Employment					
1-6 mos.	\$14.00	\$14.00	\$14.00		
7-12 mos.	\$14.75	\$14.75	\$14.75		
13-18 mos.	\$16.00	\$16.00	\$16.00		
Thereafter	Class "B" Rate	Class "B" Rate	Class "B" Rate		

Class "B": All lots designated and agreed to by the Employer and the Union as Class "B" lots shall be subject to the progression rate specified above, with the 13-18 rate covering the "Thereafter" rate for all Class "B:" wages.

C. Progression rate employees shall not exceed twenty-five percent (25%) of the Journey man workforce, and in each location, provided that if the Employer can establish by objective financial evidence that it may lose an account because its costs are substantially higher than other operators who are prospective bidders, this limitation may be suspended by the Union for a particular facility pursuant to a Letter of Understanding. When the 25% cap is exceeded the most senior non-journeyman shall be promoted to the Journeyman rate.

D. Supplemental Dues: Effective on December 1, 2010, \$0.20 (twenty cents) shall be paid to Supplemental Dues on account of each employee performing bargaining unit work. These sums are to be paid on each straight- time hour worked and have been adjusted out of Section 13 of this Agreement.

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²⁰⁴ 871 E. "Graveyard" Shift Premium: Employees scheduled to work and/or reporting for work, with a starting time between 10:00 PM to 2:00 AM, shall receive a 10% premium in addition to their regular rate of pay, for the entire shift worked.

Residential Rate	<u>12/1/12</u>	<u>12/1/13</u>	<u>12/1/14</u>
	\$16.00	\$16.50	\$16.50
1-6 months	\$14.00	\$14.00	\$14.00
7-12 months	\$14.75	\$14.75	\$14.75
13-18 months	\$16.00	\$16.00	\$16.00

Residential Rate applies only to locations which are solely home-owner-association properties, without transient or public parking, and where the building is not commercial mixed-use. The Residential scale does not progress to Journeyman scale over the term of the Agreement.

All employees scheduled for work at any one location must be a member of the Union, unless that employee specifically, and in writing, is designated as a "Supervisor" of two locations or more by the Employer.

SECTION 14: WORK WEEK, HOURS AND OVERTIME

A. Regular Workweek: The workweek shall consist of forty (40) hours, five (5) consecutive workdays of eight (8) hours each to be worked within nine (9) hours.

B. Split workweek: No split work week unless approved by the Union in any one instance, by a Letter of Understanding.

C. Meal Period and Rest Periods: All employees who work a shift of more than five (5) hours shall be entitled to an unpaid minimum of 30 minutes meal period or a maximum of a one - hour meal period. When a work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of the Employer and the employee. The meal period shall commence not less than three and one-half (3 1/2) or more than five and one half (5 1/2) hours after the employee's starting time, except where otherwise agreed by the Employer and the employee. Employees are to take rest periods, which insofar as practicable shall be in the middle of each four (4) hours work period. The rest period time shall be ten (10) minutes over (4) hours and shall be counted as hours worked which there shall be no deductions from wages. Employees are required to remain on the premises unless authorized by the manager to leave the property during their rest breaks.

D. The Employer shall give at least a one (1) week notice to the employee of any contemplated shift change. This provision can be waived by mutual consent of the Employer and employee.

E. All work performed in excess of eight (8) hours per day and/or forty (40) hours per week shall be paid for at the rate of time and one-half (1 1/2) of the prescribed rate. Time worked on the sixth (6th) consecutive day of any one workweek shall be paid at the rate of one and one-half (1 1/2) of the prescribed rate. Time worked on the seventh (7th) consecutive day of any one workweek shall be paid at the rate of double (2 times) the prescribed rate. Overtime must be paid and shall not be traded for time off.

F. All time worked in excess than twelve (12) hours in any one work day shall be paid for at double (2 times) the employee's rate of pay.

G. Maximum Rate: Maximum rate payable under this Agreement is triple (3 times) the straighttime rates based on the rate applicable.

H. Forepersons: Fifteen percent (15%) above the Journeyman rates specified in Rates of Pay. A Foreperson is defined as one who has been designated as such by the manager or owner of the business, and is entitled to all provisions of this Agreement.

I. No reduction: No full-time employee working less than the maximum hours or receiving more than the minimum wage set forth herein shall suffer an increase in hours or a reduction in wages by reason of the signing of this Agreement, and conditions of employment now existing in any place of business more favorable than specified in this contract shall be maintained. This section shall not apply to commissions, now or in the future, paid to employees for sales of tires or other commodities where special incentive allowances are made.

J. Hour Guarantees: Four (4) and eight (8) Hour guarantees: All employees ordered to report or working four (4) hours or less receive four (4) hours pay; all employees ordered to report or working more than four (4) hours shall receive not less than eight (8) hours pay. These guarantees shall be limited to the straight time working hours.

K. The Employer may establish a six (6) hour work day, said schedule will be posted for bid and will only be implemented if employees voluntarily bid for the shift. No full-time employees shall be scheduled for a six (6) hour workday if he or she does not volunteer.

L. The Employer may establish a four (4) day, ten (10) hour workweek. Said schedule will be posted for bid and will only be implemented if employees voluntarily bid the shift.

M. The employee shall be off Friday, Saturday, Sunday or Saturday, Sunday Monday, but no employee will be required to work a four (4) day, ten (10) hour workweek.

N. All time worked in excess of ten (10) hours per day and/or forty (40) hours per week shall be paid for at the rate of time and one-half (1 1/2). The sixth (6th) consecutive day worked will be paid at double (2 times) the regular straight-time pay and the seventh (7th) consecutive day worked shall be paid triple (3 times) the straight time rate of pay.

O. Employees on a four day week required to work on the fifth (5th) day when it falls on a negotiated Holiday, shall be paid two and one-half (2 1/2) times the regular straight time rate of pay. Employees on the four day week required to work on the sixth (6th) day when it falls on a Holiday shall be paid triple (3 times) the straight time rate of pay.

P. The Employer may establish a split shift. Said shift shall only be implemented if an employee volunteers. (A) Split shift shall be within twelve (12) consecutive hours. Four (4) hours on, four (4) hours off, four (4) hours on. (B) Split shift shall be within ten (10) consecutive hours. Three (3) hours on, four (4) hours off, three (3) hours on.

No employee shall be scheduled for a split shift if not voluntary. Volunteer employees shall be paid a premium of ten percent (10%) above employee's rate of pay.

Employer's Split Shift Ratio:

Ratio of Employees	<u>Equivalent</u>
50	1
50-100	3
100-150	4
150-200	5
over 200	6

Q. The Employer shall be entitled to establish a five (5) hour shift, based on the ratio established below:

Ratio of Employees	<u>Equivalent</u>
50	2
100	4
150	6
200	8
300	12
350	14
400	16
450	18
500	20

The workforce scheduled under this provision shall be voluntary.

SECTION 15: DUTIES

The duties of employees known as "Garage Employees" shall be described by the following classifications: Janitorial, Cleaning, Washing, Polishing, Parking Vehicles, Cashier, Valet Attendants, Checking Coin Boxes, Non-Attendant Parking Lot Checking, Traffic Director, Shuttle Driver and all other incidental duties necessary to the maintenance and operation of the business, as assigned and utilized through past practice by the Employer.

Cashiers make change for services enumerated and may perform a daily ticket audit.

SECTION 16: ACCIDENT & SICKNESS DISABILITY PLAN

The Health and Welfare Plan provided for in Section 6 of this Agreement includes the following accident and sickness disability plan benefits:

A. First workday - when disabled because of accident or when hospital confined for either illness or accident.

B. 14th workday - when disabled because of an illness.

C. The maximum benefit payment is \$200.00 per week payable for a maximum of twenty-six (26) weeks maximum for any disability.

D. Employees must be on State Disability or Workers' Compensation to be eligible.

E. Eligibility of employees: All employees who have performed more than ninety-six (96) hours worked in the prior months except those disqualified by Section 6: Health and Welfare.

F. Contractual vacations and holidays paid for but not worked shall be considered as time worked for purposes of this Section.

G. The Employer agrees to increase its payments and to pay in full any additional sums necessary to maintain these benefits and administration costs.

SECTION 17: LEAVE OF ABSENCE (PAID)

Jury Duty:

- 1. An employee with twelve (12) months or more seniority that is required to report for jury duty shall be reimbursed for losses in his or her regular wages up to a maximum of one hundred sixty (160) hours every two (2) years. An employee who does not qualify for paid jury duty leave shall be granted unpaid time off to serve jury duty in accordance with Section 18 Leave of Absence (Unpaid) of this Agreement.
- 2. Employees scheduled for Swing shifts and Graveyard shifts are not required to report for work on any day when retained for Jury Service over three (3) hours.
- 3. Day shift employees are required to report to work prior to reporting for Jury Service if there is sufficient time for a minimum of three (3) hours of work.
- 4. Jury duty pay shall be capped at one hundred sixty (160) hours every two (2) years.

- 5. The Employer will grant jury duty pay to eligible employees who serve jury duty, provided the employee must:
 - a. Give notice of his or her summons to the Employer as soon as possible, and
 - b. Provide adequate proof of dates and time served and compensation received.
- 6. Any employee who has one (1) or more years' seniority with his or her Employer and has qualified for his or her initial vacation with that Employer, if called and reporting for jury duty will be entitled to the difference between jury duty pay and his or her regular daily rate of pay for each day of jury service. Days of jury duty and all fees paid shall be verified by the court official. Service not paid for by the Court is not covered by this Section.
- 7. An employee dismissed from jury duty must immediately call his or her supervisor to determine when to return to work.

B. Subpoena: When an employee is requested or subpoenaed by the Employer to attend court or to be a witness for the Employer in any hearing, he or she shall be paid not less than a day's wages for each day at court.

C. Bereavement Leave: When a death occurs in the immediate family of an employee with one (1) year or more of employment, he or she shall be entitled to a leave of absence of three (3) days with pay. Immediate family is defined as employee's father, mother, children, spouse, brother, sister, grandparents, current step parents, current step grandparents, current in-laws, and step children living with the employee. The leave of absence shall be four (4) days with pay if the death is outside of California. The employee may be required to provide a death notice. Upon request of the employee, and if necessary, the employee may be granted an additional one (1) week unpaid leave of absence.

D. Time off for Voting: If an employee does not have sufficient time outside of working hours to vote in a statewide election, he or she may, without loss of pay, take off up to two (2) hours of working time to vote. Such time shall be at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from working, unless otherwise mutually agreed. The employee shall notify the Employer at least five (5) working days in advance to arrange voting time. In addition, employees may serve as election officials for Election Day without being disciplined, but the Employer is not required to pay them for such absences.

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SECTION 18: LEAVE OF ABSENCE (UNPAID)

A. Military Service: Employees in service of the uniformed services of the United States as defined by the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable state and federal laws. This shall include continuation of health coverage as provided by USERRA, and pension contributions for all employees' period of service, as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for all employees to be covered by the statute.

B. Maternity Leave: Employee taking maternity/pregnancy disability leave shall be entitled to be reinstated to the same or similar job the employee held prior to the commencement of the leave. If employee is disabled by pregnancy, childbirth or related medical conditions, she is eligible to take an unpaid pregnancy disability leave (PDL) of up to a maximum of four (4) months depending on medical certificate of the disability period. The PDL is for any period (s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full time employee) per pregnancy. Employee must provide at least 30 days advance notice for foreseeable events such as for the birth of the child or a planned medical treatment. Employees will be required to provide the Employer a certification from their health care provider of their pregnancy disability. At the employee's option, any accrued vacation or other accrued time off can be used to offset any portion of the employee's unpaid leave. Employees may be eligible for disability insurance from their group benefit plan or from the state's disability insurance plan.

C. Alcohol/Drug Rehabilitation: Once during the term of this Agreement, an employee shall be permitted to take a leave of absence, up to a maximum of ninety (90) calendar days for the purpose of undergoing treatment pursuant to an approved program from alcoholism or drug use, consistent with the requirement of local, state and federal law. An employee on such leave of absence may not engage in any employment or services for any other competitive employer.

D. Personal Leave: An employee may be granted a personal leave without pay during the life of this Agreement for reasonable personal business, including paternity leave. An employee requesting such leave may do so in writing. An employee shall be entitled to a maximum of thirty (30) workdays for such leave. When operating conditions permit, the Employer may grant more, up to a maximum of six (6) months at the sole discretion of the Employer. An employee on leave as set forth above shall notify the Employer at least five (5) workdays before the beginning of the first shift to which the employee is scheduled to return. An employee requesting leave shall do so in writing to the personnel office, specifying the type of leave and dates desired. Requests shall be made as much in advance as possible, but at least thirty (30) days prior to the starting date if possible. Once during the term of this Agreement, all employees are entitled, upon written request to their Employer, an unpaid Leave of Absence without pay or benefits for up to sixty (60) days. The Employer shall retain the right to designate at what time and date the employee will be granted this Leave.

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E. Paternal Leave: The Employer will provide up to four (4) months of unpaid leave to employees for the birth or adoption of a child or to care for a seriously ill child, parent or spouse. The Employer may reject an employee's request for leave if the employee's spouse is already on leave or if the spouse is unemployed. Seniority shall accumulate during leaves. Employees shall be entitled to take a total of twelve (12) weeks leave during any twelve (12) month period as set forth in the Family and Medical Leave Act and the Employer is required to maintain Health & Welfare coverage during the twelve (12) weeks of leave.

F. Medical Leave: Leaves of Absence may be granted by the Employer for illness or disability, with certification by a medical doctor, if requested by the Employer, equal to the employee's seniority with the Employer, but not to exceed three (3) years. Leaves of absence due to Workers' Compensation Disability or sickness will not be limited, provided employee furnishes the Employer with satisfactory medical doctor certification if requested by the Employer. At least every three (3) months such disability or sickness must be certified.

G. School Visits Required of Employees: Employees who are parents or guardians of children in kindergarten through 12th grade shall be granted leave for required school visits under the following conditions:

The employee must give reasonable notice for time off.

The employee provides proof that he or she visited the school if the Employer requests. Proof means whatever documentation the school deems reasonable.

The employee may take up to four hours in each school year, per child, to visit a child in school, especially if the school requests the attendance of a parent.

The employee may utilize vacation time, personal time.

The Employer is prohibited from discharging or discriminating in any way against an employee who is a parent or guardian contacted about the child's possible or actual suspension from school.

H. Family Medical Leave: Employees with 12-months of service with the Employer and have worked at least 1250 hours in the 12-month period prior to the commencement of the leave, he/she is eligible for Family Medical Leave (FMLA) and California Family Rights (CFRA) for up to 12 weeks of unpaid leave for the birth, adoption or foster care placement of your child or to care for his/her own serious health condition or that of child, parent or spouse. If the employee has company- paid health benefits prior to the commencement of FMLA/CFRA leave, employee will have continued health benefits during the FMLA/CFRA leave period. Employee must provide at least 30 days advance notice for foreseeable events. For events which are unforeseeable, immediate notification to the Employer is required as soon as employee learned of the need for the leave. Medical Certificate from the Healthcare Provider is required upon request for such leave. Upon return from approved leave, employee will be reinstated to the same or to a comparable position at the end of the leave.

At the employee's option, any accrued vacation or other accrued time off can be used to offset any portion of the employee's unpaid leave. Employees may be eligible for disability insurance from their group benefit plan or from the state's disability insurance plan. Leaves of Absence for the employee's own medical leave may be granted to the Employer, with certificate by a medical doctor, equal to the employee's seniority with the Employer, but not to exceed three (3) years.

SECTION 19: NO STRIKES OR WORK STOPPAGES

No Strike: During the period of this Agreement, the Union agrees that its members will not engage in nor will the Union authorize or condone a strike or stoppage of work, except as provided herein, and the Employer agrees not to engage in any lockouts.

Right to Undertake Economic Action: Notwithstanding the above, the Union shall have the right to take any legal and/or economic action, including striking and picketing, against the Employer in the event of any of the following: (1) failure of the Employer to pay the required sums, including premiums and administration costs as provided for in this Agreement within thirty (30) days of the due date; or (2) failure of the Employer to meet the payroll of the employees covered by this Agreement unless this failure is due to acts of God or other matters of catastrophic nature beyond the control of the Employer. Nothing herein shall be deemed to preclude the Union at its option from utilizing the grievance procedure for any of the above claims in lieu of taking legal and/or economic action.

Picket Line: It shall not be a violation of this Agreement, and it shall not be cause for discharge, for any disciplinary action or for permanent replacement in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket line, including any lawful primary picket line established by the Union and including any lawful primary picket lines at the Employer's place of business. However, the lawful primary labor dispute or picket line must be sanctioned and must be approved by Local 665.

SECTION 20: GENERAL PROVISIONS

A. Business Representation: The business representatives of the Union shall be permitted to visit the place of employment for the purpose of seeing that the Agreement is being observed and complied with, provided however, that such business representative shall not interfere with the performance of work. All employees performing bargaining unit work shall maintain Union membership and shall carry on their person the Union Identification Card issued by the Union. Without interfering with the performance of work, Business Representatives may ask for such I.D. at any time at the member's place of employment.

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B. Teamster D.R.I.V.E.: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his or her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction.

C. Commuter Checks: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement pre-tax wages to be used solely for the purchase of Commuter Check Vouchers, under the guidelines of the Commuter Choice Tax Initiative of 1998.

D. Employee Parking: The Employer agrees to make every effort to allow employees to park for free at their work site. The parties agree that free parking and other parking privileges remain at the discretion of the clients of the Employer. Whenever parking privileges are disallowed for any one employee in the company, the Employer shall provide a monthly "Clipper Card" for public transit use in the monthly amount of \$74.00. The employee may add more value to this card voluntarily. Providing parking privileges to the employee anywhere in the City and County of San Francisco shall waive this requirement. This benefit may not be awarded to any employee who declines a privilege to park during working hours, regardless of the reason or circumstance.

E. Sales Meetings: An employee who is ordered to attend a sales or service meeting after he or she has completed eight (8) hours of work, or on his or her day off, shall receive time and one-half $(1 \ 1/2)$ for the time spent in such meeting. This only applies if attendance at the meeting is mandatory. Three days' notice of meeting must be given. There shall be no compulsory unpaid meetings on the employees' own time.

F. Uniforms and Laundry: The Employer shall furnish and maintain any specified type or color of uniforms, coats, smocks, or coveralls, where such articles are required. The Employer shall maintain these uniforms and articles through a bona fide uniform laundry service, acceptable to the Union, or provide weekly stipend of \$3.00 to each member where uniform laundry service is not provided.

G. More Favorable Conditions: No employee working less than the maximum hours or receiving more than the minimum wage set forth herein shall suffer an increase in hours or a reduction in wages by reason of the signing of this Agreement, and wages and conditions of employment more favorable than specified in this Agreement shall be maintained.

H. Partnership: The Union recognizes the right of bona fide partners or executives of corporations to perform a reasonable amount of manual labor, and such work shall be exempted from the working conditions of this agreement. Any abuse of this privilege shall be handled in conformity with the Grievance Procedure in this Agreement. Only one partner shall be recognized as the Employer and excluded from the terms of this Contract.

I. Work Rules: Employer has the right to establish Work Rules which shall be conspicuously posted and which the employees shall observe. On the effective date of this Agreement, the attached Work Rules (Appendix A) shall be in effect, if the Employer so desires. Any charges to these Work Rules shall be negotiated and agreed to by the parties.

J. Lie Detector Test: No employee or applicant for employment shall be required to take a lie detector test as a condition of employment or continued employment. The use of lie detector tests shall be voluntary.

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K. Pay Day Schedules: Pay days will be moved forward when banks are closed due to State or Federal Holidays and if a pay day falls on a Saturday or Sunday, the pay day will be rescheduled and moved to the previous Friday.

L. Responsibility: The Employer shall not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that the shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.

M. Working Managers/ Foremen and Assistants: Managers, Foremen and Assistants who do bargaining-unit-work shall have all the rights and privileges in the Collective Bargaining Agreement.

N. Pay Upgrade: An employee regularly employed in a lower pay classification who performs work in a higher pay classification shall be paid at the higher classification for the entire day.

O. Commissions and Over Scale: None of the following systems shall be employed to compute wages: Flat Rate, Piece Work, Task or Contract system. This Section shall not be construed so as to prevent the payment of commissions or bonuses over and above the minimum wage scale, nor shall the payment of bonuses or commissions be construed as payments for overtime work. There shall be no reduction in pay of employees being paid above contract scale. All such employees shall receive the increases as per the wage schedule contained in Section 13.

P. Subcontracting: The Employer and the Union agree that stabilized employment is an important objective to be attained. Therefore, the Employer agrees that during the life of this Agreement, no worker services presently performed or thereafter assigned to the collective bargaining unit shall be subcontracted, transferred, leased or assigned in whole or in part to any other plant, person or non-unit employees unless the express written permission of the Union is obtained.

Q. Acts of God: Guarantees shall not apply if the Employer is unable to operate due to an act of God, utility failure, government restriction, fire, flood, riot, civil commotion, terrorism, the failure or refusal of the group of employees to report for or perform their work, or any cause beyond the control of the Employer.

R. Probable Cause Testing: The Employer and the Union have agreed that drugs and alcohol have no place in the workplace. The Company has the right to implement a Drug and Alcohol Program, which includes a Drug and Alcohol Testing Program. If there is probable cause to believe that an employee has reported to work or is working under the influence of drugs or alcohol, he/she will be asked to submit to the testing procedures agreed to by the Employer and the Union.

Probable Cause will include witnessed evidence of impairment by two (2) supervisors.

Probable Cause is based on, but not limited to, direct observation of one or all of the following behaviors:

- Slurred speech
- Disorientation
- Odor or alcoholic beverage on breath
- > Odor of marijuana
- Glassy or unusual appearing eyes
- Sharp mood swings
- Unsteadiness-unable to walk a straight line

The witnesses to "Probable Cause" will exercise his/her best efforts to follow the steps as outlined below:

- 1. The supervisor will meet with the employee in an appropriate area to assure confidentiality.
- 2. The supervisor will explain to the employee the behavior that has been observed and concern the company has for the employee and the safety of others.
- The supervisor will explain to the employee the testing procedures that he/she will be asked to submit to and the consequences of refusing to submit to testing will result in the termination of employment.
- 4. The supervisor will ask the employee to submit to testing.
- 5. The supervisor will document the employee's behaviors and the employee meeting.

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An employee from the Employer will drive the employee to the designated testing facility and remain at the facility until the testing procedures have been completed. Arrangements must be made to take the tested employee home. Failure to cooperate with this testing procedure shall be grounds for immediate termination.

The designated testing facility will advise the Employer of the results of the standard drug and alcohol test as soon as possible. The employee will remain on suspension until the results are received.

If the results are negative: The employee will be immediately reinstated with back pay.

If the results are positive: The employee will be immediately discharged from his/her employment, unless the employee, within 24 hours of notification of the positive results, requests to enroll in a rehabilitation program. If the employee so requests, he/she will be required to complete the treatment program that the medical care provider recommends. Failure to complete the program within the terms specified by the medical care provider will result in discharge.

Any action taken will be immediately communicated to the Union Agent. To release specific information pertaining to the results of the test to any Union Representative will require written authorization from the employee.

Local 665 retains the right to grieve and arbitrate any complaints, which may arise as a result of the testing program.

S. Applicant Certification: The Employer and the Union are committed to improving the quality of service and professionalism in the parking industry. In order to further this goal, the parties have agreed to establish a basic certification process for applicants. Applicants will be referred to the Local 665 office where they will be introduced to the industry, Union membership and offered a voluntary certification exam (exam). The exam, covering integrity, honesty and basic job skills, will be offered to the applicant by the Union. The exam will be drafted and scored by a third party testing firm on a pass/no pass basis. If the applicant passes the exam, he/she will be considered certified" and awarded a certificate. Employers seeking new hires will view "certified" applicants positively.

T. Credit Protection: In the inspection of driving records, the Employer will be limited to use of either the DMV pull notices or Motor Vehicle Record checks, and the Employer is further limited in the scope of this search to inspecting only current, valid driving records. The Employer agrees that use of DMV pull notices and MVR checks will not include personal records other than current driving records, and violation of this provision will be subject to the grievance procedure.

U. Municipal Parking Code-Article 22: Where facilities/worksites are found in compliance with Article 22 of the Municipal Parking Code, employees are prohibited from mixing parking revenue and personal funds. Violation of this provision shall be cause for termination, subject to the grievance procedure.

SECTION 21: TECHNOLOGICAL CHANGE

In the event of any technological change that affects any work, which has traditionally been performed within the bargaining unit, either party may propose a written re-opener for negotiations to accommodate in a reasonable fashion such technological change. During such negotiations, the parties will consider the possible establishment of one or more new classifications with job description and wage rates in relation to skills required and duties performed. If the parties are unable to agree during such negotiations, then the matter shall be referred for final resolution to interest arbitration. If other unions adopt a similar provision, then any interest arbitration may be consolidated.

SECTION 22: SAFETY

The Employer and the Union recognize a mutual obligation to encourage and promote safety in the workplace. The Employer may require employees to take certain reasonable precautions and to use certain equipment and protective devices in order to promote safety. The Employer agrees to abide by state and federal laws regarding safety.

SECTION 23: MANAGEMENT RIGHTS

Except as provided in this Agreement the management of the Employer's operation and the direction of the employees, including all of the rights, powers, authority and prerogatives', which the Employer has traditionally exercised, are expressly reserved to the Employer. The choice, control and direction of supervisory and management staff shall be vested solely and exclusively in the Employer.

SECTION 24: COMPENSATORY INJURIES

Health and Welfare premiums are to be paid while employees are off on Workers' Compensation up to six (6) months with a maximum of one (1) time in the life of this contract.

1st three (3) months will be paid by the Bay Area Automotive Group Welfare Fund for the negotiated Plan only.

2nd three (3) months will be paid by Employers.

Employer will not prorate vacations based on Workers' Compensation time off up to 6 months. Absence due to Workers' Compensation injury shall not break the continuity of continuous service for the purpose of vacation eligibility and pay only up to 6 months.

SECTION 25: CHANGE OF OWNERSHIP

In the event the Employer changes hands, the seller shall, at or prior to the date of change of ownership, pay off all obligations to employees, including unpaid wages, pro-rata of earned vacation, unpaid premiums or contributions on health and welfare, medical hospital and insurance plan, dental, orthodontia, vision, prescription drugs, life insurance, accident and sickness disability, pension and supplemental income. The payment of pro-rata vacations shall include all employees, whether or not they have been on the payroll for more/less than one year.

The parties agree that this Agreement shall be binding upon the Employer and the Union and any and all of their respective successors, transferees and assigns, whether by sale, transfer, merger, lease, acquisition, consolidation or otherwise and that they will faithfully comply with its provisions.

Before any sale, transfer, assignment, merger, lease or other legal change in the name or ownership, the Employer shall advise the Union in writing one (1) month in advance of such contemplated sale, transfer, assignment, merger, lease or other legal change in name or ownership. The Employer shall notify the Union in writing at least fourteen (14) calendar days prior to the actual effective date of any sale, transfer, assignment, merger, lease or other legal change in name or ownership. The date designated shall presumptively be the date of change of legal change in name or ownership.

The Employer shall make it a condition of sale, transfer assignment, merger, lease or other legal change in name or ownership that the successor shall be fully bound by the terms of this Agreement. In the event the Employer fails to require the successor to assume the obligations of this Agreement, the Employer shall nevertheless continue to be liable for the complete performance of this Agreement until the successor expressly agrees in writing with the Union that it is fully bound by the terms of this Agreement.

All the employees shall carry with them to the successor all seniority, vacation and pension rights accumulated during their employment by the seller. In the event the Employer is a party to a merger, seniority of the employees who are affected thereby shall be determined by mutual agreement between the Employer and the local union.

SECTION 26: CHANGE OF MANAGEMENT, LOCATION

In the event of a parking location changing from one firm to another, the former owner/firm shall, at or prior to the date of change, pay off all obligations to employees, including unpaid wages, pro-rata vacations, unpaid premiums, or contributions to the medical, dental, hospital, prescription drug, vision care and insurance plan and pension plan. The payment of pro-rata vacation shall include all employees, whether or not they have been on the payroll for more/less than one year.

The new owner/firm shall have sixty (60) days from the date of taking possession in which to decide whether to keep or terminate any employee and may terminate any such employee. During such sixty (60) day period, the new owner/firm shall be obligated to pay the wages, vacation, contributions toward hospital, medical and insurance plan, dental plan and pension plan, and comply with all other conditions of this Agreement in effect at the time of the sale and transfer.

In the event that the new owner/firm continues to employ such employees for more than sixty (60) days after date of sale or transfer, such employees shall carry with them all seniority, vacations and pension rights accumulated during their employment by the former owner/firm and be carried on the books of the new employer as of the service starting date of the former Employer.

SECTION 27: DRIVER'S LICENSE

To be eligible for employment or continued employment, an applicant or employee must possess a valid California driver's license and must provide the Employer with a photocopy of his or her driver's license. In addition, every applicant for employment must obtain from the California Department of Motor Vehicles ("DMV printout") detailing his or her driving record and driver's license information.

Failure of an employee who parks motor vehicles to inform the Employer that his or her driver's license has been suspended or revoked may result in immediate termination. Failure of an employee to maintain or renew a current California driver's license may result in immediate suspension without pay until the employee obtains a valid California driver's license but not to exceed ninety (90) days. Provided that any current employee who has been allowed to work without license shall continue to be allowed to work so long as the employee's work assignment does not require driving a motor vehicle.

SECTION 28: EMPLOYEE WARNING NOTICE & CONDUCT OF EMPLOYEES

A. Just Cause Discipline and Warnings: The Employer shall not discharge or suspend any employee without just cause. Except as specified in subsection C below, the Employer shall give an employee at least two (2) written warnings of any complaint against such employee before he or she is discharged or suspended. Discharge or suspension must be by proper written notice to the employee.

B. Work Rules: The following work rules shall be followed by all employees;

The Employer shall have the right to request that an employee produce verification of illness or injury in cases where the employee is absent in excess of three (3) workdays.

Excessive absenteeism shall be cause for discipline and continued excessive absenteeism after warning shall be cause for discharge.

Employees shall not be under the influence of and/or possession of illegal intoxicants-alcohol or narcotics- at the Employer's premises during working time. Drugs shall not be used at work without permission from a physician. This provision shall be subject to Section 20 (R-Probable Cause Testing) herein.

Unauthorized use of the Employer's property or vehicles.

Failure of the employees to obtain or maintain a current, valid driver's license; provided that any current employee who has been allowed to work without a license shall continue to be allowed to work.

Refusal to comply with reasonable safety precautions required by the Employer.

C. Immediate Termination: The Employer is not required to provide a written warning for serious infractions, such as, but not limited to:

- 1. Proven dishonesty.
- 2. Theft or embezzlement.
- 3. Being under the influence or possession of narcotics or intoxicating beverages or possession of or drinking of the latter while on duty.
- Failure to report any accident which has resulted in personal injury or property damage to the Employer.
- 5. Willful/deliberate destruction of property of the Employer, customers or other employees.
- 6. Proven gross negligence when a vehicle is damaged. The Union and the Employer agree that the speed limit is 5 MPH in all parking facilities.
- 7. Proven sexual harassment.
- 8. Using a customer's vehicle for personal use without permission.
- 9. Loss of driver's license- note: the only exception will be that in the event an employee notifies to the Employer immediately after an incident (before punching in); and the drivers license can be reinstated within 30 days, then the employee is eligible for an unpaid leave, provided his/her license is reinstated within 30 days, otherwise, the employee is terminated. The Employer, at its discretion, may offer such employee a non-driving position, if one is available.
- 10. Failure to return from a leave of absence.

- 11. Leaving a place of employment before the completion of a designated shift unless permitted to do so by the Employer.
- 12. Bringing weapons on the premises.
- 13. Three (3) consecutive days without report.
- 14. Deliberate alteration or falsification of Employer records including altering own timecard or another employee's timecard unless permitted to do so by Employer.
- 15. Gross insubordination.
- 16. Breach of confidence: no employee shall disclose any confidential information pertaining to the Employer's business.

17. Sleeping on the job.

18. Threatening behavior to a customer or client, when the client or customer provides a written complaint naming an employee who engages in threatening behavior.

19. Fighting on Employer's time or premises.

D. Investigation: An employee may request an investigation of his/her discharge or suspension or any warning notice and the Union shall have the right to protest any such discharge, suspension or warning notice. Any such protest shall be presented to the Employer in writing within ten (10) days for discharge and thirty (30) days for suspension and warning, exclusive of Saturdays, Sundays and holidays after the discharge, suspension or warning notice, and if not presented within such period, the right of protest shall be waived.

E. Notice of Disciplinary Action: The Employer shall give to a discharged employee a written notice of termination. All notices of discharge, suspension or warning notices shall be issued within (10) days from when the occurrence involved took place, or within ten (10) days from when the Employer knew or should have shown of the occurrence, excluding Saturdays, Sundays and contract holidays. If not presented within such period, the right to discipline shall be waived. There shall be no time limits in cases where the offense is proven theft.

F. Disciplinary Records: Such warning shall expire after twelve (12) months unless there is a 2nd warning issued within twelve (12) months. When two (2) or more correction notices have been issued in a twelve (12) month period, for the same type of infraction, the first notice will stand as issued for an additional period of twelve (12) months from the date of the first warning before being stricken from the records.

SECTION 29: TIME LIMIT FOR FILING A GRIEVANCE

A. Discharge: An employee may request an investigation of his or her discharge; any such protest shall be presented to the Employer within ten (10) days excluding Saturdays, Sundays and Holidays, after the employee becomes aware of the discharge. If not presented within such time period: the right of protest shall be waived.

B. Non-Discharge Dispute: All other complaints or disputes (excluding discharge) shall be presented to the Employer within thirty (30) days after the employee or the Union becomes aware of the complaints or disputes.

C. Claims: All money claims against the Employer must be made within thirty (30) calendar days of alleged violation and settlements made shall not exceed the last ninety (90) days of employment.

SECTION 30: GRIEVANCE PROCEDURE - ADJUSTMENT BOARD OR MEDIATION; ARBITRATION

A. Any grievance which cannot be settled directly by the Local Union Business Representative with the location manager of the Employer shall be reduced to writing and referred by the Union Business Representative to the local Employer representative or the designated representative of the Employer within seven (7) working days.

B. All complaints concerning a violation of this Agreement, all questions or disputes concerning the meaning, interpretation, application or enforcement of this Agreement which are not settled in the manner above provided within five (5) business days, unless mutually extended, shall be referred to a Board of Adjustments upon written requests of either party, who shall specify the nature of the complaint in such requests. If mutually agreed between the parties, the grievance shall proceed to an impartial mediator selected from the Federal Mediation and Conciliation Service instead of the matter proceeding to a Board of Adjustment. The mediator will issue a non-binding recommendation to the parties. Either party to the mediation may reject the non-binding recommendation by demanding Arbitration in accordance with Section 30 (D) below within ten (10) business days of receiving the non-binding recommendations, otherwise it shall become final and binding.

C. The Board of Adjustment shall consist of two (2) representatives of the Union and two (2) representatives of the Employer. No member of the Union or any representative of the Union directly involved in, or a party to the dispute, and no Employer or Representative or Attorney of any Employer directly involved in, or a party to the dispute, shall be eligible to serve as a member of the Board of Adjustment. A decision by a majority of the members of such Board shall be final and binding on all parties. The Employer and the Union agree to establish a

Parking Industry Panel (Panel). The Panel shall be composed of regular panel members on each side so that a body of shared knowledge and consistency in interpretation of the Agreement can be established. The Panel shall elect a chair annually. The chair shall be elected first from the Union side then shall alternate each year. The chair shall convene meetings quarterly and shall set the docket. If a case is time sensitive or has the potential of significant back pay, either party may request an expedited hearing. In such cases the Panel shall endeavor to meet immediately or a special panel may be convened. The intent of the parties is to provide consistency and professionalism to the Adjustment Board Process.

D. In the event that the Adjustment Board is unable to reach a decision by majority or unanimous vote on any such matter, or a party is dissatisfied with the non-binding recommendation of the mediator, the party may bring the matter to an impartial arbitrator by demanding arbitration in writing to the Federal Mediation and Conciliation Service within ten (10) business days of receiving notification from the Board of Adjustment or the mediator. The decision of the impartial arbitrator shall be final and binding. Each side shall pay one-half of the charges of such Arbitrator. Selection of the impartial Arbitrator shall be from a list of five (5) names furnished by the Federal Mediation and Conciliation Service, with each side striking one (1) name in order to reduce the list to one (1) person. If the Arbitrator so selected cannot hear the matter within forty-five (45) days, a second Arbitrator selected by lot shall be the Arbitrator, and so on.

There shall be no transcripts of any arbitration unless the parties mutually agree to do so. No briefs shall be submitted and the arbitrator shall render a bench decision upon conclusion of the case, unless the time is extended by mutual agreement of the parties, but in no case shall the extension be in excess of five (5) working days.

Neither the Board of Adjustment nor the Arbitrator will have the authority in any manner to amend, alter or change any provision in the Agreement.

Time limits projected herein may be extended or waived by mutual agreement between the parties.

The Employer will not discharge or suspend any employee without just cause.

If an Employer discharges an employee the wages and unpaid vacation at the time of discharge are due and payable immediately.

SECTION 31: MARKETING CONDITIONS

The parties to this Agreement recognize the necessity of monitoring economic standards within the industry and the competitive pressures existing. Consistent with that recognition, the Union agrees to meet with the Employer on request to review the continuing effectiveness of this Agreement in maintaining the Employer's competitive position. In the event that the Employer determines during the term of this Agreement that it is at a substantial competitive

disadvantage relative to other parking companies which may be bidding on a particular facility it shall have the right to request a meeting with the Union to discuss the situation. The parties shall use their best efforts to reach agreement on measures designed to reduce the competitive disadvantage; including if necessary, modifications to the Agreement provided that any agreed upon modifications shall be subject to the ratification and approval of the affected membership. In the event any such proposed modifications are not ratified by the membership they shall not become effective. It is further agreed that the Employer shall not unilaterally implement any modifications to the Agreement and that neither party may resort to economic action during the term of the Agreement except as may be otherwise expressly provided. The Employer shall provide the Union all financial and other information reasonably necessary to assist the Union in assessing the competitive problems and to determine what relief, if any, maybe appropriate.

SECTION 32: SAVINGS

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If any provision of this Agreement is declared illegal or invalid by final decree of any lawful authority, such provision shall be modified to comply with the requirements of the law or shall be renegotiated for the purpose of adequate replacement.

SECTION 33: INSIGNIA

The Employer and the Union shall meet and agree to the appropriate display of "Union House" Insignia at any location. The Union shall retain the sole right to remove Insignia at any time.

SECTION 34: EXPIRATION AND REVISION

This Agreement shall be in effect on December 1, 2013 and shall continue in effect until November 30, 2015, and from year to year thereafter for like terms, subject however, to revision by notice in writing by either party to the other sixty (60) days prior to the anniversary date. During such sixty (60) day period, conferences shall be held looking toward a revision of this Agreement. If negotiations extend beyond the anniversary date or expiration of this Agreement, no change shall be made in any terms or conditions of employment unless expressly agreed to by the parties. All revisions and wages shall be effective as of the anniversary date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below:

· · ·			
<i>Mark Gleason</i>	Ralph A. Miranda	<i>Michael Thompson</i>	David Rodriguez
Secretary-Treasurer	President	Business Representative	Business Representative
·	For the	Employers:	
Rod Howery		Simmons	Tim Leonoudakis
ABM Parking Services		Indard Parking & Central Par	rking City Park
<i>Ron Britz</i>	<i>Behailu Mekbib</i>	Kermit Kingsbury	Kendra Petty
California Parking	Pacific Park Manageme	nt Parking Concepts Inc.	LAZ Parking of Calif.
John Baumgardner	Tom Bechard	Steven Douglas	<i>Jerry Lee</i>
Ace Parking Mgt., Inc	ProPark America	Douglas Parking	Portsmouth Sq. Garage
<i>Mark Norwicz</i> Encore Hospitality Ser	Judson Le Haye	Eric Chaves Parking Company of Ame	Larry Rose

For the Union:

Date of Ratification: December 6, 2012

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Attachment 6

Prevailing Wage Determination

Agreement between San Francisco Maintenance Contractors Association and Service Employees International Union, Local No. 87

COLLECTIVE BARGAINING AGREEMENT

Manufacture sectors
 Manufacture sectors
 Manufacture sectors

BETWEEN

SAN FRANCISCO MAINTENANCE CONTRACTORS ASSOCIATION

("Employer")

AND

SEIU LOCAL #87, SERVICE EMPLOYEES INTERNATIONAL UNION

("Union")

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This agreement is made and entered into this 1st day of August, 2012 by and between the San Francisco Maintenance Contractors Association, designated as the "Employer", and SEIU Local 87, Service Employees International Union, hereinafter designated as the "Union". It is understood that "Employer" as used below includes individual employers where appropriate.

SECTION I RECOGNITION

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The employer recognizes the Union as the sole collective bargaining agent for all employees under the provisions of this Agreement.

SECTION 2 NO DISCRIMINATION

- 2.1 No employee of job applicant shall be discriminated against by the Employer or by the union because of race, color, creed, age, sex, sexual orientation, national origin, union membership, lawful union activities or for any other reason inconsistent with applicable state or federal law including the laws regarding sexual harassment. There shall be no difference in wages paid janitors because of their sex.
- 2.2 Employee means all persons covered by this Agreement whether male or female and the use of masculine terms or pronouns shall include the feminine.

SECTION 3 UNION MEMBERSHIP, HIRING, CHECK-OFF

The Employer shall, at the time of hire, inform each new employee who comes under the scope of the Agreement, of the existence and terms of the Agreement. Membership in good standing in the Union not later than the thirty first (31st) day following the beginning of employment shall be a condition of employment covered by this Agreement. As a condition of continued employment all Employees employed by an Employer subject to this Agreement shall become and remain members of the Union not later than thirty-one (31) days following the beginning of their employment, or the execution date of this Agreement, whichever is the later. Upon notice from the Union that any employee is not in good standing, the Employer shall discharge said employee within ten (10) days after receiving such notice, unless the employee puts himself/herself in good standing with the Union before the expiration of the ten (10) day period herein mentioned, and before such discharge.

The Union and the employees shall forever hold and save the Employer harmless from any action or cause of action from this Section 3.1.

For purposes of this section only, tender of the initiation fees not later than the thirtyfirst (31st) day following the date of employment and tender thereafter of the regular monthly periodic dues uniformly required as condition of retaining membership shall, for the purposes of this Agreement, constitute membership in good standing in the Union.

(a) There shall be a sixty (60) shift probationary period for a new employee. This probationary period shall be applicable to each Employer for which the employee works until the new employee works more than sixty (60) shifts for one Employer. Thereafter, the new employee's probationary period shall be twenty (20) shifts for every other employer for whom the new employee works. An employer may consider a new employee to be subject to the sixty (60) shift probationary period unless the employee presents written confirmation from an Employer that he worked sixty (60) shifts. An Employer shall also provide a copy of such written confirmation to the Union.

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(b) Shifts worked for an Employer prior to the signing of this Agreement shall count toward the fulfillment of the probationary periods set forth above in (a).

© During the probationary period, the Employer may discharge the employee without cause and without recourse to the grievance procedure.

(d) The union shall be entitled to grieve terminations of probationary employees under a just cause standard if the union can establish that the employer is engaged in a pattern or practice of terminating probationary employees in order to prevent such employees from completing their probationary period, contractor shall have to demonstrate good cause before terminating probationary workers. As used herein, the term "pattern or practice" may only be established by the union proving that the employer, in the preceding twelve month period, has terminated probationary employees in a number which equals or exceeds 10 percent of the employer's workforce covered by this Agreement. In any proceeding arising from this section, the threshold issue to be decided is whether above-described pattern or practice exists, and only upon deciding that issue in favor of the union shall the employer be required to establish just cause.

When a new employee is hired, the Employer shall give such employee a written statement setting forth the union membership obligation stated in Section 3.1 and 3.2 above. The Union shall supply the Employer with forms for this purpose.

A copy of Exhibit C and a copy of this Section 3 shall be posted in the office of both Union and the employer where notice of employee and job applicants are customarily posted.

Should any dispute arise concerning the rights of the Employer, the Union, or the employees under this Section, the dispute shall be submitted to a neutral arbitrator in accordance with the arbitration procedure provided in this Agreement. Such decision shall be final and binding on the said Employer, Union, and employees.

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Committee on Political Education (COPE) and or American Dream Fund. The Employer shall honor voluntary payroll deduction for COPE and or American Dream Fund for employees who have on record with the Employer current, written and signed authorization Cards for such payroll deductions. Such payroll deductions shall be made the first pay day period in April and the first pay period in September each year and remitted to the Union. The Union and the employees shall forever hold and save the Employer harmless from any action or cause of action resulting from this section 3, or from the Employer's reliance upon the authenticity or effectiveness of such authorization cards.

The Employer agrees to deduct from the pay of each employee the membership dues required to maintain good standing as defined by the Constitution and Bylaws of the Union. The Union shall advise the Employer of any adjustments made in membership dues in accordance with the Constitution and Bylaws of the Union.

Membership dues shall be deducted in the following manner: Monthly dues shall be deducted one (1) month in advance; that is, February dues shall be deducted from the January paycheck and so on in a like manner. Deduction for monthly dues shall be made from the first paycheck of each calendar month commencing with the second month employment.

Deduction for initiation fees, in the cases of new employees not members of the Union, shall be deducted from the first paycheck received by such employees during the second month of their employment.

All sums deducted for monthly dues and initiation fees shall be remitted to the Secretary- Treasurer of the Union not later than the twenty-fifth (25th) day of the calendar month in which such deductions are made, together with a list showing the names and addresses of employees and the amount of deduction made.

It is understood and agreed between the parties that deduction of Union membership dues shall be made only on the basis of written authorizations from the individual affected.

Once written employee authorization is received, the union and employees shall forever hold and save the employer harmless from any action or cause of action resulting from Section 3 herein, or from employer's reliance upon the authenticity or effectiveness of such authorization cards.

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SECTION 4 VISITS BY UNION REPRESENTATIVES

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The Union Representative shall be allowed to visit the Employer's building for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. The Union Representative shall report to the Contractor's representative before proceeding through the building. If prior approval is needed for visitation, the Employer will set up the procedure for visitation. In the event the Union Representative wishes to go through the building, the employer may send a representative to accompany him or her. Said Union Representative shall not interfere with normal course of work in the building. The union will notify the employer via email with a minimum of four (4) hours notice in advance of such visits. It shall be the Employer's responsibility to provide the Union with a list of accounts which require prior approval. The Employer shall notify the Union of any special requirements of entry to a building and will make its best efforts to arrange for such entry for the Union official.

The Union shall be required to inform the Employer whenever a business representative begins or ends employment with the Union. The Union shall make this notification to the Employer's President or to his designee.

SECTION 5 WORKING CONDITIONS

If any employee is required or instructed by the Employer to wear a uniform or any specifically designated article of clothing or footwear (other than standard street shoes), the Employer shall furnish and maintain such apparel.

Employees on their part agree to take good care of such apparel and not to wear same except in the course of their duties during working hours, rest periods, and at lunchtime. The Union insignia may be worn by employees.

Adequate locker space, containing a table and chairs or bench, shall be provided for the employees and shall be adequately heated and ventilated by any method of the Employer's selection. If necessary, the Union and employer shall determine where the employees may have their meal in the building. Employees shall be allowed to keep personal belongings in janitor closets located on the floors. These items will be taken home every day.

Employees will be allowed to drink water on their floor from any appropriate personal container, subject to client approval. In the event that it becomes an issue that the janitor does not have access to drinking water at a particular site the parties agree to meet and discuss this issue. The parties agree that, subject to existing rules on theft or other misconduct, no employee will be subject to discipline relating to personal drinking water.

No employee under this Agreement shall be required to clean cuspidors. This exemption, however, shall not apply to receptacles regularly used by patients in doctors' or dentists' offices nor sand boxes wherever located.

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The employer agrees not to utilize or require any employee to take any lie detector test under any circumstances or for any reason whatsoever.

Bulletin Board. The Employer shall provide a bulletin board at a place designated by the Employer for the purpose of posting notices of official business of the Union. The Employer will provide a receptacle at or near such bulletin board in which the Union may place such notices of official business. The Union agrees that it will not distribute handbills, posters, or other literature on the Employer's property.

The Employer shall be required to furnish to an employee information concerning the amount of that employee's accrued vacation and sick leave under the following conditions:

(a) The employee must request from the Employer information concerning his accrued vacation and/or sick leave; and

(b)The employee may make a request for this vacation information no more than four times per calendar year. The employee may make a request for this sick leave information no more than four times per calendar year and the request must be made at the time an employee takes sick leave.

SECTION 6 SENIORITY

6.1

6.2

Seniority is the right that has accrued to employees through length of service under the terms of the collective bargaining agreement which entitles them to appropriate preference in layoffs, rehiring and vacation.

Seniority shall be terminated by discharge for cause, resignation, retirement or failure to return from an authorized leave of absence or failure to return from vacation unless good cause for such failure is shown. In addition, seniority with an employer for a temporary employee excluding temporary employees who are paid the top wage rate shall be terminated if that temporary employee fails to work at "least three (3) shifts for that Employer during any twelve (12) month period. Seniority with an Employer for an employee (excluding permanent employees regularly assigned to a building making the top wage rate) shall be terminated if that employee turns down a permanent assignment on the third time for which the employee is qualified and which assignment has been offered to the employee. Documentation of the refusal will be verified by the employer to the Union via email. Union will have five business days to verify the rejection of the offer by the employee, and if the union has not responded within that time period, the employee's rejection of the offer shall be deemed final. When a contractor takes over a particular building seniority for permanent employees will transfers to the new Employer.

In a case of layoff, the Employer shall give a minimum of five (5) days' notice to the affected employee(s) or pay the employee an amount equivalent to the employee's wages for five (5) business days, based on the employee's normal wage, in lieu of such notice.

6.4

Employees on layoff shall receive preference over all new hires in the event the Employer hires employees.

6.5

When a permanent position becomes available, the Employer shall follow the provisions set forth in Exhibit C.

SECTION 7 HOURS AND OVERTIME

7.1 ·

Seven and one-half $(7 \frac{1}{2})$ hours within not more than eight and one-half $(8 \frac{1}{2})$ hours shall constitute a day's work. A week's work shall consist of thirty-seven and onehalf $(37 \frac{1}{2})$ hours divided into five (5) consecutive seven and one-half $(7 \frac{1}{2})$ hour working days, followed by two (2) consecutive days off. All employees who work in excess of seven and one-half $(7 \frac{1}{2})$ hours per day within eight and one-half $(8 \frac{1}{2})$ hours or thirty-seven and one half $(37 \frac{1}{2})$ hours worked per scheduled work week, or five (5) consecutive days shall be paid at the rate of time and one-half $(1 \frac{1}{2})$ for such excess.

Employees shall be entitled to a ten (10) minute rest period approximately in the middle of the first half-shift and a ten (10) minute rest period approximately in the middle of the second half-shift.

The Employer shall endeavor to distribute all scheduled overtime equally in each building insofar as practical among all the employees in a particular job classification. In each building, a schedule shall be maintained and posted, setting forth for a period

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of at least a week in advance the days off, starting and quitting times, scheduled overtime and lunch period for each employee. A posted schedule shall not be changed with less than one (1) week's notice, except in circumstances beyond the control of the Employer or a mutual agreement between the parties. The Employer shall notify the Union if it changes the starting times for any shift or changes the days of the week in which the work will be performed.

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SECTION 8 WAGES

8.1

All full-time employees who currently receive \$18.65 per hour shall receive a twenty (\$0.20) cents per hour increase effective August 1, 2012. These rates shall remain in effect until August 1, 2013. On that date the above rate will increase by twenty (\$0.20) cents per hour. These rates shall remain in effect until August 1, 2014. On that date the above rate will increase by another twenty (\$0.20) cents per hour. These rates shall remain in effect until August 1, 2014. On that date the above rate will increase by another twenty (\$0.20) cents per hour. These rates shall remain in effect until August 1, 2015. On that date the above rate will increase by another twenty (\$0.20) cents per hour. These rates shall remain in effect until August 1, 2015. On that date the above rate will increase by another twenty (\$0.20) cents per hour. These rates shall remain in effect until August 1, 2015. On that date the above rate will increase by another twenty (\$0.20) cents per hour. These rates shall remain in effect until August 1, 2015.

8.2

PROGRESSION RATE FOR ALL EMPLOYEES:

The progression rate shall apply to all employees not covered by section 8.1. Employees shall be placed in the following categories based on the amount of hours they worked for an Employer since June 1, 1983. (Hours worked for different Employers may not be totaled to gain higher placement on the progression rate.) As the employee reaches the minimum hours in the next highest category, said employee shall receive the next highest rate. The wages rates shall be as follows:

JANITOR

Effective	August 1, 2012			
	0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs
	\$13.035	\$14.97	\$16.915	\$18.850
Effective A	August 1, 2013			
	0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs
	\$13.175	\$15.130	\$17.095	\$19.050
Effective A	August 1, 2014		· /	· ·
	0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs
•	\$13.315	\$15.290	\$17.275	\$19.250
Effective A	August 1, 2015			•
	0-1950 hrs	1951-3900 hrs	3901-4850 hrs	over 4850 hrs
	\$13.455	\$15.450	\$17.455	\$19.450

FOREPERSON: Fifty (\$0.50) cents or seventy-five (\$0.75) cents see Section 8.11

RESTROOM ATTENDANT: Five (\$0.05) cents effective 8/1/2015 see Section 8.14

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8.3	Part-time employees shall be paid as follows for a call of 2 hours or lesstwo (2) hours straight time pay. For a call of more than two (2) hourspay for actual hours worked.
8.4	All disbursements for wages shall be made by voucher check, which shall show the total number of hours worked, the rate of pay, and an itemized list of all deductions made there from.
8.5	At the Employer's discretion, wages may be paid either weekly or biweekly or semimonthly. However, any Employer which is not now paying on a semi-monthly basis and which wishes to do so must give the Union ninety (90) days notice of its intent to change to paying wages on a semi-monthly basis.
8.6	The Employer shall not be prevented from paying in excess "of the minimum rates. Any employee earning a wage higher than their progression rate in the contract will continue to receive the higher rate and including any negotiated wage increase. If a Foreperson is demoted from his/her position for just cause that person forfeits the foreperson pay. If a foreperson is removed from the building for business need and the Employer was not able to prove just cause then that Foreperson being removed or demoted keeps their Premium pay. Forepersons have the right to request the union be present in any meeting with the Employer that might involve disciplinary action."
8.7	The Union shall have the right to inspect the paycheck of any employee covered by this Agreement after the same has been returned to the Employer by the bank. The Union shall have the right to inspect all payroll records and time sheets and all other records, papers, or documents of the Employer which relate to the terms and conditions of this Agreement.
8.8	In the event the Employer intentionally violates this Agreement by failing to pay the proper wage rate to an employee (except in cases of recognized clerical error), said Employer shall pay the employee an amount equal to double the proper wage rate for the period of violation.
8.9	There shall be a twenty (\$.20) cents an hour premium for those employees working in the classifications and performing the duties of carpet and rug cleaning (including Wet Shampooing, Dry Cleaning, Dry Foam Shampooing, Steam Shampooing, Rider Operated Power sweeper and Rider Operated Scrubber).
8.10	Forepersons with ten (10) or fewer employees shall receive fifty (\$.50) cents per hour in addition to the wage rate for which they are eligible. Forepersons with more than ten (10) employees shall receive a seventy five (\$.75) cents per hour in addition to the wage rate for which they are eligible.

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.11	A forepersons main responsibility is to direct cleaning operations. The Employer shall not authorize forepersons to impose discipline or perform the following supervisory duties which includes: hiring, assigning permanent schedules or work areas, evaluating employees, adjusting grievances, or determining rates of pay in excess of the levels specified in this Agreement. Forepersons are not allowed to authorize employees who request to work their vacation. Foreperson need not be present when disciplinary action is imposed.
.12	When the regular foreperson is out on vacation, leave of absence, sick leave or disability for more than 5 days, the Employer's designated replacement, if necessary, to perform the duties of the foreperson shall receive the foreperson pay rate as designated in the contract.
.13	Restroom Attendant Pay
	Full-time, fully dedicated restroom attendants will be paid an additional \$.05 per hour effective 8/1/2015
ECTION 9	PAYMENT FOR TRAVEL
9.1	An employee who is required to move from location to location in the course of performing a day's or night's work assignment shall be paid for all time spent in traveling between such locations.
9.2	An employee who is requested or required by the Employer to furnish his/her own vehicle to carry any equipment or supplies between locations shall be reimbursed at the established actual federal rate per mile at the time of reimbursement for use of the vehicle.
9.3	All payments due to reimburse employees for the use of their own vehicles shall be paid at each pay period, either by separate check or together with payroll check, the amount of such payment to be specified on the check stub.
9.4	The Employer shall carry non-ownership (Property Damage) liability insurance on the vehicles of all employees who are requested or required to use their own vehicles in connection with their work. In the event the Employer fails to secure such insurance, they shall assume full responsibility for all legal fees, court costs, or damages incurred by the use of such vehicle during the course of his work.
9.5	Should an employee receive a traffic citation while using his own vehicle at the request of the Employer, the circumstances of the citation will be investigated by the Union and the Employer. Whether the Employer or the employee will be responsible

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All employees who have, been in the service of the Employer continuously for one (1) year shall be granted two (2) weeks vacation with pay annually. All employees who have been in the service of the Employer continuously for five (5) years or mare shall be granted three (3) weeks vacation with pay annually. All employees who have been in the service of the Employer continuously for twelve (12) years or more shall be granted four (4) weeks vacation with pay annually. Absence from services of not more than sixty (60) days because of illness, temporary layoff or leave of absence shall not interrupt the continuity of service for the purpose of this section. In the event of such an absence of more than sixty (60) days, the first year of employment shall be completed for the purposes of this section by the completion of fifty-two (52) weeks actually worked from the original date of employment. After the first year of service when such absence from service extends beyond sixty (60) days per year, the pay for vacation shall be prorated on the basis of the actual weeks worked.

Any employee who has been in the service of an Employer continuously for more than six (6) months whose employment terminates shall receive the prorata vacation due him. Vacation pay on termination shall not count as hours worked towards contributions to Health & Welfare except when an employee is on a paid vacation at the time the account changes contractors, in which case the prior Employer shall make contribution if hour requirement is satisfied.

If a holiday falls within an employee's vacation period, the employee will receive an additional day of vacation with pay, or and extra day's pay in lieu thereof.

Employees are entitled to paid vacations after each year of service, even though there has been more than one Employer during the year. It is understood and agreed that an employee's vacation credits shall accumulate at the rate of one-twelfth of his annual vacation allowance each month. If the services of a building maintenance contractor are discontinued on any job, the accumulated vacation credits of the employees of such contractor shall immediately become due and payable.

Vacation pay shall be calculated on the basis of the employee's regular straight time hourly rate at the time he/she takes the vacation times the number of hours the employee has coming under this vacation clause.

The Employer reserves the right to limit the number of employees taking vacations at the same time in order to maintain operations.

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SECTION 11 HOLIDAYS

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The following days shall be observed as holidays:New Year's DayMartin Luther King DayPresident's Day*Day After ThanksgivingMemorial DayThanksgiving DayIndependence DayChristmas DayLabor DayEmployee's Birthday

Eligibility: The Birthday holiday does not apply to birthdays falling within an employee's first twenty-five consecutive working days of employment with an Employer.

For all other holidays, the employee must work on both the last regular working day immediately preceding the holiday and on the first regular working day following the holiday and, unless the employee so works, he shall receive no pay for such holiday unless such absence on the regular working days before and after said holidays is due to the express permission of the Employer, or a bona fide illness confirmed by a doctor's certificate, or on vacation.

Floating Holiday: The Employer shall have the right tot replace the Day After Thanksgiving with one floating holiday to be determined by the Employer, with the Employer giving notice to the employee and Union at least thirty (30) days prior to the Day After Thanksgiving.

The individual employee shall provide the employer with not less than two (2) calendar weeks advance notice of date upon which the employee's birthday falls. The employee shall be allowed to observe the holiday on the birthday or such other day during the calendar week as may be determined by mutual agreement between the Employer and the individual employee. Where the employee fails to provide said tow (2) calendar weeks advance notice of the date on which the birthday falls, the date upon which the holiday shall be observed shall be at the sole option of the Employer.

If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday it shall be observed on the preceding Friday. No deduction shall be made from the pay of employees for the observance of said holidays.



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Holiday pay shall be at time and one-half (1-1/2) hours' straight time pay. Any employee working on a holiday shall be paid, in addition to this straight time rate, a premium rate of time and one-half the straight time rate of pay. A holiday not worked, which falls within an employee's regularly scheduled work week shall be considered as a day worked for the purpose of computing a week's work. If a employee's day off falls on a holiday, he shall receive an additional day of within two (2) weekends with full straight time pay, or an extra day's pay in lieu thereof. If an employee replaces a regular employee who is absent for reasons other than vacation, and worked the regularly scheduled work day before and after a holiday, the replacement shall receive the holiday pay instead of the regular employee. Vacation relief employees who work at least twenty (20) consecutive days shall be conferred by all provisions of this section.

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The holidays recognized in the Agreement shall be observed in conformance with the observances of Federal and State holidays; provided in the event of conflict between State and Federal observances, holidays shall be observed on the same date observed by the Federal government.

SECTION 12 SICK LEAVE

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Regular employees who work continuously for the same Employer for at least one (1) full year shall thereafter be entitled to six (6) days sick leave with one pay after each year of continuous service and shall accumulate sick leave at the rate of six (6) days per year. Sick leave shall be paid at the rate of seven and one-half (7 $\frac{1}{2}$) straight time hours per day and the annual allowance of six (6) days shall be forty-five (45) straight hours. After the first year of employment, benefits accrue, and may be used based on one-half (1/2) day per month. Effective $\frac{8}{01}{09}$ regular employees who work continuously for the same Employer for at least one (1) full year shall thereafter be entitled to seven (7) days sick leave with pay after each year of continuous service, and shall accumulate sick leave at rate of seven (7) days per year. Effective $\frac{9}{01}{12}$ employees with twelve years of service shall begin accruing sick leave pay at eight (8) days per year.

Earned but unused sick leave may be accumulated for five (5) years. A regular employee who has worked continuously for five (5) or more years for the same Employer and has not used sick leave for the five (5) previous years and shall, together with the employee's current year's allowance, be entitled to a maximum of thirty- six (36) days sick leave. Any employee who has used sick leave shall be entitled to a lesser amount determined by deducting the number of days of sick leave used in the five (5) previous years, but in no event deducting more than thirty (30) days.

²⁴² 909 Earned sick leave pay shall be granted only in cases of bona fide illness or accident. Any employee found accepting or claiming benefits under this Section by reason of false statements or documents shall be subject to disciplinary action. A doctor's certificate or other reasonable proof of illness may be required by the Employer, provided, however, in cases of bona fide illness requiring no more than three (3) consecutive work days' absence from the job where the illness is of such nature as not to require the employee to be attended by a physician, the doctor's certificate referred to above shall be waived. However, such waiver shall be conditioned upon notification to the Employer by the employee not later than four (4) hours before the employee's regular starting time on the first work day's absence that the employee shall not report to work on that day due to said illness and further notification to the Employer by the employee on the day before he plans to return to work of such intention to return to work. Earned sick leave pay is not convertible to cash bonus.

Earned sick leave benefits shall be paid in the following manner. First work day's absence, no pay, provided, however, that the sick benefit allowance for bona fide illness or accident shall commence with the first work days' absence if the employee's illness or accident results in his being hospitalized before he returns to work or if the employee has twelve (12) or more days of accumulated sick leave. Succeeding work days' absences, full pay until earned sick leave benefits are exhausted. The waiting periods herein provided before full pay commences shall apply for each illness or accident in case the earned sick benefits allowance has not been exhausted in previous illnesses. For the purpose of this Section, full pay shall mean pay for the regular day or night shift schedule working hours, for those days, which the employee would have worked, had the disability not occurred, calculated at straight time.

In industrial or disability cases, Worker's Compensation or Unemployment Disability payments and sick benefit allowance shall be paid separately, but in the event Worker's Compensation payments or Unemployment Disability payments cover all or part of the period during which sick benefit allowances are paid, the sum of the two shall not exceed the sick benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee. Integration of sick leave benefits with Worker's Compensation or Unemployment Disability payments is to be automatic; the Employer may not waive integration, and any employee entitled to Workers' Compensation or Unemployment Disability payments must apply thereof (in order that the principle of integration may be applied) before sick benefits are payable.

Explicit waiver language as recommended by the City of San Francisco and to be agreed by the parties as follows:

"WAIVER OF SAN FRANCISCO PAID SICK LEAVE ORDINANCE"

San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance, is expressly waived in its entirely with respect to employees covered by this agreement.

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SECTION 13 BEREAVEMENT LEAVE

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In the event of a death in the immediate family of an employee covered by this Agreement, who has at least ninety (90) days of service with his Employer, he shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled working days. This provision does not apply if death occurs while the employee is on leave of absence, layoff or sick leave. For the purpose of this provision, the immediate family shall be restricted to Father, Mother, Brother, Sister, Spouse, Child, current Mother-in-Law and Father-in-Law and Legal Guardian and domestic partners. At the request of an Employer, the employees shall furnish a death certificate and proof of relationship. Bereavement leave applies only in instances in which the employee attends the funeral or is required to make funeral arrangements, but is not applicable for other purposes, such as settling the estate of the deceased. The Employee may use vacation days or unpaid leave of absence for the additional time after the first three (3) days off up to six months.

SECTION 14 LEAVE OF ABSENCE

An employee who has worked one (1) or more years for an Employer shall be granted, upon request, an unpaid leave of absence up to six (6) months, provided that he has given the Employer acceptable proof that such leave of absence is necessary to recover from personal disability (including personal physical disability due to pregnancy). Leaves of absence up to twelve (12) months shall be granted in cases of industrial illness or injury. The Employer and/or Union may initially fill the temporary vacancy resulting from the granting of this leave under sub-section 14.1 with a Union member according to seniority, similar classification, and who possesses the similar skills and ability required of the vacant position.

Leaves of absence for reasons other than physical disability shall be granted only by agreement between the individual employee and his Employer, and shall be recognized only after they are reduced to writing and signed by the employee and the Employer. Requests for leaves should be submitted at least two weeks prior to the time being requested. A leave request shall not be denied for a reason which would violate Section 2.1 of this Agreement.

No accrued rights shall be forfeited by reason of a leave of absence. No benefits shall accrue during such leave. Leaves of absence shall not result in adjustment of anniversary date.

Any employee who fails to report to work on expiration of a leave of absence shall be considered as having voluntarily quit, unless the employee notifies the Employer and the Union in writing within 30 days of extenuating circumstances beyond the control of the Employee.

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Upon request a full rate employee shall be entitled to a leave, up to twenty four (24) months, pursuant to this paragraph no more than once every three years. From the date of return from such a leave, an employee shall be required to work an additional three (3) years before requesting another leave. If an employee requests another extended leave within the three-year period due to a different circumstance, he or she shall be granted additional leave according to the situation. The employer may fill the temporary vacancy resulting from the granting of this leave with a Union member of the employers choice during the full duration of the leave as long as the request for leave is twelve (12) months or longer.

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The Employer shall notify the Union when an Employee is granted a leave of absence.

SECTION 15 GROUP INSURANCE

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Group insurance shall be as set forth in Exhibit "B", which is attached hereto and made a part thereof.

SECTION 16 PENSION PLAN

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For the purpose of establishing and maintaining a pension plan, the Employer shall contribute as follows for all employees covered by this Agreement.

Effective October 25, 2008 through July 31, 2009, \$7.50 per shift or one dollar (\$1.00) per hour;

Effective from August 1, 2009 through July 31, 2010; \$7.875 per shift or one dollar and five cents (\$1.05) per hour;

Effective from August 1, 2010 through July 31, 2011, \$8.25 per shift or one dollar and ten cents (\$1.10) per hour;

Effective August 1, 2011 through July 31, 20012, \$8.63 per shift or one dollar and fifteen cents (\$1.15) per hour.

The Employer agreed to increase its contribution to the SEIU National Industry Pension Fund (SEIU-NIPF) to which the 10% Funding Improvement Surcharge was added.

The parties acknowledge that the SEIU National Industry Pension Fund ("Fund") has been certified to be in critical status and has adopted a rehabilitation plan containing two schedules of benefit reductions and supplemental employer contributions for which no benefit credit is given, under the authority of Section 305 (b) of ERISA. The bargaining parties adopt the current Preferred Schedule of the rehabilitation plan of the Fund. Pursuant to that Preferred Schedule, effective August 1, 2012, Employer agrees to make base contributions to the Fund for which benefit credit is given at a rate of \$1.15 per hour worked or paid and, in addition, a supplemental contribution equal to 27.7% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2013 Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contribution equal to 37.6% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2014 Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contribution equal to 48.3% of said base rate of supplemental contribution equal to 48.3% of said base rate of hour worked or paid, for which no benefit credit will be given.

Effective August 1, 2015 Employer agrees to make base contributions to the Fund for which benefit credit is given at the rate of \$1.15 per hour worked or paid and, in addition, a supplemental contributions equal to 59.8% of said base rate of contributions per hour worked or paid, for which no benefit credit will be given.

Paid vacations, paid holidays, and paid sick leave, and straight time hours worked, excluding overtime hours, are considered as hours worked in computing pension contributions.

Between the first and tenth day of each month, the Employer shall make irrevocably the required payment for the preceding calendar month to the trustees of the pension plan and shall continue such payments for the term of this Agreement or as required by any subsequent and succeeding Agreement.

The Employer shall comply with all provisions of the Pension Trust Indenture and shall maintain, furnish and make available for audit at Employer's office such data and records as the Trustees may require as provided in the Pension Trust Indenture.

The Employer accepts the terms of that certain trust indenture made and executed in San Francisco, California October 30, 1953 as amended, creating BUILDING SERVICE EMPLOYEES PENSION TRUST and accepts the Terms of BUILDING SERVICE EMPLOYEES PENSION PLAN, and further hereby becomes a party to said trust indenture subject to the terms thereof as indicated in Section 3.01 of Article III of said trust indenture.

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16.5 The Employer further agrees to be bound by all of the provisions of said trust indenture and said pension plan as amended and hereby acknowledges prior receipt of copies of said trust indenture and said pension plan.

- 16.6 The employer hereby authorizes and directs the Union to deposit with the Pension Plan Trustees a duplicate original of this collective bargaining agreement, which, when so deposited, shall indicate the Employer's acceptance of the terms of said trust indenture and the terms of said pension plan, by virtue of the provision of this section and in accordance with said Section 3.01 of Article III of said trust indenture.
- 16.7 The parties agree to re-open the agreement for the purpose of negotiating Pension Fund contributions at the three year point of this agreement, namely on August 1, 2015.

SECTION 17 SAFETY

- 17.1 The Employer shall comply with all applicable Federal and CAL-OSHA laws and regulations pertaining to occupational health and safety, including the Hazardous Substance Information and Training Act.
- 17.2 In the event of a safety or health hazard is detected, it shall be reported immediately to the Employer and the Union.
- 17.3 The Employer, the Union and all employees shall cooperate fully in all efforts to maintain a safe and sanitary work place.
- 17.4 Training shall not be conducted during the Employee's break or lunch hour.
- 17.5 The employer shall make a good faith effort to provide all training in the employee's primary language.

SECTION 18 MILITARY SERVICE

18.1 In the event any employee covered by this Agreement is called for active duty in the Army, Navy, Marine Corps, or any other branch of the United States Military Service, he shall retain, consistent with his physical and mental abilities, the right to his former position or its equivalent for the period of this Agreement or any further agreement, and shall receive his former position or a job of equal rank, provided application for reemployment is made within ninety (90) days after release from military service. Any questions that may arise concerning return to work shall be settled in accordance with Section 20.

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SECTION 19 DISCIPLINE

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The Employer shall have the right to discharge or discipline any employee for just cause.

At the time that an employee is notified of being discharged, the Union shall normally receive notification in writing of the discharge. However, where circumstances make it impossible or impractical to provide written notification to the Union at the time of the discharge, the Employer shall have until 5:00 PM of the business day following notification to the employee to provide written notification of the discharge to the Union. An employee may request the presence of a Union steward or representative for any meeting or discussion with the employer that may lead to discipline.

SECTION 20 GRIEVANCE PROCEDURE

Any difference between the Employer and the Union involving the meaning or application of the provisions of this Agreement shall constitute a grievance and shall be taken up in the manner set forth in this Section. Before filing a grievance in writing, a grievant and/or his representative may discuss the grievance with a representative of the other party to attempt to resolve the grievance informally.

If the aggrieved party chooses not to attempt to resolve the grievance informally or if the grievance is not resolved through informal meeting, the aggrieved party shall serve upon the other party a written statement setting for the facts constituting the alleged grievance.

STEP 1. Grievance A grievance need not be considered unless the aggrieved party serves upon the other parties a written statement setting forth the facts constituting the alleged grievance. For a discharge case grievance, such notice must be served within ten (10) days from that date of discharge. Such written statement concerning any other type of grievance must be served within fifteen (15) days of its occurrence or the discovery thereof by the aggrieved party. The Employer shall respond to the grievance within ten (10) days. If there is no response within ten (10) days the grievance will automatically advance to the next step.

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STEP 2 Informal meeting It is the intent of the parties that reasonable diligence be used in the discovery and reporting of alleged grievances so they may be adjusted or dismissed without undue delay. The Employer and the Union agree to use, their best endeavors by informal conferences between their respective representatives to settle any grievance within ten (10) days after service of such written statement. For a grievance regarding discipline of an Employee, the Employer will make every effort to provide to the Union upon request any document the Employer relied upon to discipline the Employee no later than 48 hours before the Board of Adjustment Hearing. For a grievance regarding monetary issues the Employer will make every effort to provide no later than 48 hours before the Board of Adjustment Hearing to the Union upon request applicable payroll records and timesheets. Discovery that is provided at the Board of Adjustment does not preclude the union or company from providing additional documents at the mediation or arbitration hearing.

<u>STEP 3 Board of Adjustment</u> If the grieving party wishes to take the grievance to the Adjustment Board, the grieving party must submit the request for an Adjustment Board within thirty days from the date the grievance was filed. If the grieving party fails to submit this request within thirty (30) days, from the date the grievance was filed, the grievance shall be deemed waived.

Within ten (10) days upon receipt of a timely written request, there shall be an Adjustment Board consisting of two (2) representatives designated by the Union who have not participated in earlier steps of the Grievance Procedure and two (2) representatives designated by the Employer who have not participated in earlier steps of the Grievance Procedure. The Adjustment Board shall meet as required and shall consider fully all aspects of the issue presented. If there is no Board of Adjustment held within ten (10) days from the request for an Adjustment Board Hearing and there is no written agreement between the employer and the Union to extend the time limit the grievance shall automatically advance to the next step.

Any decision by majority of the four (4) members of the Board of Adjustment shall be final and binding upon all parties, subject to limitations of jurisdiction and authority contained in the contract. If during the period that the Adjustment Board can meet, no majority decision can be reached, either party may, within ten (10) days following a such period, request in writing that the matter be referred to Federal Mediation and Conciliation Service

a. STEP 4 Federal Mediation The mediator shall meet with the parties including affected employee(s) to assist and offer advisory opinions in an effort to help the parties reach an agreement that resolves the grievance. If there is no decision then either party may advance the grievance to arbitration within twenty (20) days following the mediation.

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If the parties cannot agree upon a person to act as an impartial arbitrator within five (5) days after service of such demand, then an impartial arbitrator shall be selected by agreement from the following list of three (3) arbitrators: Tom Angelo, Matthew Goldberg, and Union to submit arbitrator. The union will set dates with each of the arbitrators and the arbitrations will be held when the arbitrators are available on a rotation basis. If an arbitrators date goes unused and is not cancelled by the union then the union shall bear the entire expense. By mutual agreement, the parties can add one more arbitrator to the rotation.

The above procedure will be on a trial basis for two years. If there is no mutual agreement to extend the procedure for the utilization for arbitrators then the following shall apply.

If necessary, an impartial arbitrator shall be named by agreement from the names listed above, if there is no agreement then the parties shall request a list supplied by either the State or Federal Mediation and Conciliation Service. Either party may reject in its entirety any list of arbitrators supplied by the State or Federal Mediation and Conciliation Service, and thereafter request a new list.

The decision of the arbitrator shall be final and binding on both parties hereto. In the event of a willful failure by either party to appear before the Arbitrator, the Arbitrator is hereby authorized to render his decision upon the evidence produced by the party appearing.

Each party shall bear all costs of presenting its case to the Arbitrator. The Arbitrator's fee and all incidental expenses of the arbitration shall be borne equally by the parties hereto.

Proposals to add to or change this Agreement shall not be subject to arbitration. Neither an arbitrator nor a panel of representatives shall have any authority or power to add, alter or amend this Agreement.

The arbitrator shall render a decision in writing within thirty (30) days if possible and in any event no later than sixty (60) days after the close of the hearing. It is understood that a hearing is not "closed" within the meaning of this provision until the post-hearing briefs are filed.

The parties agree that Step Two and Step 3 in the Grievance Procedure herein may be waived in discharge cases, and in cases involving Section 6 and Section 29 of this Agreement may automatically proceed from Step One to Step Four.

SECTON 21 SAVINGS CLAUSE

21.1

If any provision of this Agreement or the application of such provision to any person or circumstances be ruled an "Unfair Labor Practice", or in any other way contrary to law, by any Federal or State Court or duly authorized agency, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby.

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SECTION 22 MANAGEMENT RIGHTS

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All rights of management not expressly limited by the language of this Agreement are expressly reserved to the Employer, and the express provisions of this Agreement constitute the only limitations upon the Employer's rights. The exercise of any right reserved to management herein in a particular manner or the non- exercise of any such right shall not be deemed a waiver of the Employer's right or preclude the Employer from exercising the right in a different manner.

SECTION 23 IMMIGRANT WORKERS

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The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure.

The Employer shall notify the Union by phone and give oral notice to the Union steward, as quickly as possible, if any Department of Homeland Security or SSA agent appears on or near the premises to enable a Union representative or attorney to take steps to protect the rights of employees.

The employer shall reinstate any employee who is absent from work due to court or agency proceedings relating to immigration matters and who returns to work within one (1) year of commencement of the absence. If the bargaining unit member does not remedy the issue within one (1) year, the bargaining unit member may be discharged and the Employer shall no further obligation to hold a bargaining unit member's position.

In the event that an employee is not authorized to work in the United States of America and his or her employment is terminated for this reason, the Employer agrees to immediately reinstate the employee to his or her former position, without loss of prior seniority (i.e., seniority, vacation or other benefits do not continue to accrue during the period of absence) upon the employee providing proper work authorization within one (1) year from the date of termination.

If the employee needs additional time the Employer will rehire the employee into the next available opening in the employee's former classification. Upon the employee providing proper work authorization within a maximum of one (1) year.

Errors in an employee's documentation may be due to mistake or circumstances beyond an employee's control. Employees shall not be discharged, disciplined or suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or Social Security number. These changes shall not be considered new employment or a break in service.

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In the event an employee is displaced due to disqualification from employment due to the application by the employer of a e-Verify, or similar employment eligibility verification program, including background check, the incoming replacement employee will be paid at the wage rate and benefit eligibility levels of the employee who is being replaced.

SECTION 24 ASSIGNMENTS

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The parties agree that in the event that the ownership or management of any plant or company is changed by sale, merger or in any other manner, this Agreement shall be included as a condition of such change or transfer, and shall run to its conclusion as the contract of the successor company, applicable to the particular plant thus sold, merged or transferred. The Union likewise binds itself to hold this contract in force to its termination, and agrees that no part of this Agreement shall be assigned to any labor organization other than those which are parties hereto, without consent of the parties hereto.

SECTION 25 BIDDING PROCEDURES

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Whenever the Employer bids or takes over the servicing of any job location, building or establishment covered by this Agreement, and where the daily work being performed amounts to seven and one-half (71/2) hours or more, the Employers agrees to do the following:

(a) Retain all permanent employees at the job location, building or establishment including those who might be on vacation or off work time because of illness, injury or authorized leave of absence; and recognize that the work time and overall employment service of all such employees shall be considered as continuous, regardless of change of Employers, for all purposes, including seniority, sick leave and vacation benefits, so that no such permanent employee will lose any such benefits because of the change of Employers.

(b) Contact the Union for the number of permanent employees, all job classifications, starting and quitting times, the number of daily hours worked, the rates of pay, and the number of hours each such employees is credited with for purposes of the Progression Rate at such location. The Union agrees to supply such requested information within five (5) working days or the Employer is free to bid the job as he sees fit.

Within the 30 days of a building changing contractors, the current contractor will not be allowed to transfer anyone into the building. The outgoing contractor, at its discretion, can transfer out an employee within the 30 days of a building transfer.

SECTION 26 SUBCONTRACTING

- 26.1 The Employer agrees not to subcontract work normally performed by the employees covered by the terms of this Agreement except to persons, firms or companies meeting not less than the terms and conditions of this Agreement relating to wages, hours and conditions of employment.
- 26.2 The Employer shall not contract out to avoid its obligations under this Agreement nor as a means of reducing the scope of the Union. The Employer will notify the Union prior to any subcontracting, and shall include in its notification the name of the subcontractor, nature of the subcontracted work, and location of the work.

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SECTION 27 New Work and Contracts

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The Employer shall notify the Union, in writing, of any new job where the daily work consists of seven and one-half $(7 \frac{1}{2})$ hours or more, specifying the name of the job and the address of the job location. Such notice shall be given at least two (2) weeks prior to the commencement of the job or if the Employer has less than two (2) weeks notice the Union shall be notified within forty-eight (48) hours after the Employer received notice to start the job.

SECTION 28 WORKING CONDITIONS

- 28.1 When vacancy is verified by the building, staff reduction shall be automatic and the affected employee(s) shall be placed on the temporary list pending placement into an open permanent position, per Exhibit C.
- 28.2 The Employer shall have the right to determine and change the assignment of employees within a building and where, what and how the work is to be performed within a building. Any such decision shall be based on business need and shall not be for punitive, discriminatory or personal favoritism reasons.
- 28.3 At its discretion, the Employer shall have the right to determine and change starting times, provided that the Union shall receive at least five (5) working days notice of any change in starting times. and, provided further, that no shift may begin in any day after 6:00p.m. unless the Union is notified in writing. However, it is understood that the Employer may continue to begin a shift after 6:00p.m. if the Employer is currently beginning a shift after 6:00p.m.
- 28.4 The Employer shall have the right to transfer employees from one building to another. Any such decision shall be based on business need and shall not be for punitive, discriminatory or personal favoritism reasons. The Union and the affected employee shall be given twenty-four (24) hours notice of any transfer.
- 28.5 The Union shall have the right to conduct an investigation, in order to determine whether any provisions of this Section have been violated.
- 28.6 When vacancy is verified by the building, staff reduction shall be automatic and the affected employee(s) shall be placed on the temporary list.

SECTION 29 OTHER AGREEMENTS

29.1

In the event the Employer employes employees in industries or locations where there is an agreement involving the Union, the Employer shall pay the wages rates and provide the benefits contained in such agreement. Employees are entitled to paid vacations after each year of service at any location in accordance with the provisions of the appropriate agreement, even though there has been more than one Employer during the year. An employee's vacation credits shall accumulate at the rate of one-twelfth $(1/12^{th})$ of his annual vacation allowance each month. Employer are discontinued at any location, the accumulated vacation credits of the employee shall immediately become due and payable.

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In the event the Employer is discontinued at any location, the accumulated vacation credits of the employee shall immediately become due and payable. However, in those cases where vacation is billed, the client has the option to request vacation accruals to be transferred to the new contractor. The Employee, the outgoing Employer and the new Employer shall mutually agree to the amount of roll over with a printed copy for each employee of accrued sick leave and vacation.

The outgoing contractor must post the employees accumulated vacation and sick leave credit hours, when the building is placed out to bid. Any discrepancies on vacation or sick leave credits must be resolved before the end of the contract for that building. In other cases where vacation is billed, the client may request that employees be cashed out of their accrued vacation prior to assuming a permanent open position.

SECTION 30 NO STRIKE/LOCKOUT

The language and spirit of this Agreement guarantees the prompt and faithful performance by the Employer and the Union of all obligations imposed by the terms of this Agreement. The parties, therefore mutually agree that during the term of this agreement, the Employer shall not lockout it's employees, nor shall the Union or it's members either cause, sanction, or engage in any strike, diminution or interruption of the Employer's business. In the event of a violation of the provisions of this Section, the Union shall upon notice from the Employer, immediately resume normal operations.

It is understood that the observance by an individual member of the Union of a lawful picket line of another labor organization, which picket line has been sanctioned by the San Francisco Labor Council, shall not constitute a breach of this agreement.

Neither the offer nor the withdrawal of any proposal during the negotiations preceding the execution of this agreement which proposal, was not incorporated therein, shall be used in the construction of this agreement.

SECTION 31 SHOP STEWARDS

- 31.1 The Employer recognizes the right of the Union to designate or elect shop stewards and alternates.
- 31.2 The Employer recognizes the shop stewards or alternates, so designated or elected, as the representatives of the Union.
- 31.3 Upon oral request, Shop Stewards will be provided copies of dispatches, the SEIU card and or names in the event of any emergency basis replacement.
- 31.4 Upon employees request, Shop Stewards, when available, will be present, if there is no Shop Steward then the Employer will call the Union to send a representative, when disciplinary action is being imposed on an employee. If no representative from the union is available the employer may proceed with the disciplinary action.
- 31.5 When an Employee or Employer requests a shop steward to be present at a meeting called by the Employer and the meeting lasts longer than twenty (20) minutes the employer will provide assistance from the building staff to assist the shop steward at his or her station.
- 31.6 Shop Stewards shall be allowed twenty (20) minutes per month to perform any needed Shop Steward responsibilities when necessary.

SECTION 32 ENTIRE AGREEMENT

- 32.1 The Employer shall not be bound by any requirement which is not clearly, explicitly and specifically stated in this Agreement. Specifically, but exclusively, the Employer is not bound by any past practices of the Employer or understandings with any labor organization, unless such practices of the Employer or understandings are specifically stated in this Agreement. The foregoing does not eliminate the accepted use of past practice when issues arise as to interpretation of ambiguities in the express language of the Agreement.
 - The Union agrees that this Agreement is intended to cover all matters affecting wages, hours and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither matters affecting these or any other subjects not specifically set forth in this Agreement.
 - Neither the offer nor the withdrawal of any proposal during the negotiations preceding the execution of this agreement which proposal, was not incorporated therein, shall be used in the construction of this agreement.

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SECTION 33 TERM OF AGREEMENT

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Unless expressly stated otherwise all parts of this Agreement will be effective August 1, 2012 and shall remain to and including July 31, 2016 and shall continue in effect thereafter from year to year unless either party serves notice in writing at least sixty (60) days prior to the expiration of this Agreement of the desire to terminate the Agreement or modify its terms.

DATED

SAN FRANCISCO MAINTENANCE CONTRACTORS ASSOCIATION

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DATED SEIUŁO SERVICE INTERN JION

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EXHIBIT A

MEMBERS OF THE SAN FRANCISCO MAINTENANCE CONTRACTORS'

1. Able Building Maintenance Company Signature: Date: 1 - 70- 2013 2. American Building Maintenance Dompany 129/13 Date: Signature: M Lewis and Taylor Maintenance Company 3. Date: 1-22-13 Signature: itantia Genesis Building Services 4. Date: Signature:

5. Clean-A-Rama Building Maintenance

Signature:

Date:

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EXHIBIT B

HEALTH AND WELFARE COVERAGE:

This Section expresses the understanding of the parties concerning Employer contributions to the General Employees Trust Fund on behalf of employees and their eligible dependents covered by this Agreement.

The Employer agrees to maintain Plan C26 covering medical, dental, vision, prescription drug and life insurance coverage for employees and their eligible dependent(s) in its entirety through October 31, 2012. The cost of Plan C26 is one thousand two hundred seven dollars and four cents (\$1,207.04) per month per eligible employee.

Effective September 2012 hours for October 2012 deposit for November 2012 coverage, employees participating in Plan C26 will be transferred into Plan C26 (A) at the cost of one thousand one hundred fifty four dollars and thirty one cents (\$1,154.31) per month per eligible employee.

For employees hired after August 1, 2012 they shall be eligible after four (4) months for Plan C26 (B) at the cost of nine hundred thirteen dollars and fifty two cents (\$913.52) per month per eligible employee.

After thirty-nine-hundred (3900) hours an employee hired after August 1, 2012 shall be eligible for Plan C26 (A).

The employer agrees to maintain the amended benefits of the plan (MOB) during the term of the agreement.

All Employer contributions referred to in this Section shall be paid into the General Employees Trust Fund in accordance with the procedure set forth below.

For the purpose of this Section, Permanent and Top Rate employees (A and B List) are eligible for a contribution if they have worked at least ninety (90) hours in the month prior to the month in which previous contribution is due. "Ninety (90) hours worked" includes straight time hours only, not overtime, and it includes compensable straight hours paid but not worked.

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In addition for the purpose of this section Progression Rate Employees (C list Employees) and new hires after August 1, 2012 are eligible for a contribution if they have worked for 105 hours in the month prior to the month in which the previous contribution is due. "One hundred five hours (105) worked "includes straight time hours only, not overtime, and it includes compensable straight hours paid but not worked.

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If any employee works their qualifying hours or more in the month but is not listed by the Employer, the Employer shall be personally liable and fully responsible for all claims that may be incurred by such employee in the same amounts as though the employee had in fact been listed. This personal liability, however, does not in any way relieve the Employer of his liability to make payments under this Agreement.

The Employer shall comply with all provisions of the above-mentioned Health and Welfare Trust Funds and shall maintain, furnish and make available for audit at Employer's office such data and records as the Trustees may require as provided in the Health and Welfare Trust Fund.

The Union and the Employer will discuss alternative Health and Welfare plans. Any proposed changes will only be implemented by mutual agreement from all parties.

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EXHIBIT C THE FILLING OF AVAILABLE POSITIONS

Notwithstanding any other provision of the Agreement, this provision shall cover the filling of available positions by each Employer (Contractor) covered by the Agreement.

Each Employer agrees to maintain four separate lists. The first list will be the Permanent Employee list that will include all Permanent Employees and their building assignments. (Permanent employees are defined as those employees who are assigned by the Employer to a particular workstation on a daily and permanent basis.) The second list will include temporary employees who were permanent for a particular Employer but are now laid off and shall be known as the "A List". The third list will include top wage rate temporary employees for a particular Employer and shall be known as the "B List". (Top wage employees are defined as those employees who have never been permanent.) The fourth list will consist of temporary employees who are earning less than top wage rate for a particular Employer and shall be known as the "C list". To be included on any Employer's "C list", an individual must have worked at least one (shift) in the last twelve (12) months for that Employer.

The placement of employees on the "A through C list" will be as follows:

- (a) Employees, who were permanent for a particular Employer but are now laid off, will be at the top of the list for that Employer (A list). The ranking among these employees will be by seniority date.
- (b) The next ranking will be of employees who are earning the top wage rate for a particular Employer who have never been permanent (B list). The ranking among these employees will be by seniority date.
- (c) The next ranking will be of those employees who are earning less than top rate for a particular Employer (C list). The ranking among these employees will be based on the number of accumulated hours worked for that Employer.

When a permanent position becomes available the most senior employee on the A list will be offered said permanent position. If there is no A list employee then the most senior employee on the B list shall be offered said permanent position. If there is no B list employee available then the most senior employee on the C list shall be offered said permanent position. For day porter and foreperson positions, client and Employer approval will also be a determining factor. For janitorial positions that require specific skills, the Union/Employer will do it's best to dispatch/place a member with the required capabilities.

(C.3 original) On any given day, the Employer shall fill available temporary positions with the employee on its A, B or C List who is not working that day in

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the order of seniority, except for day porter, foreperson positions, and for janitorial positions that require specific skills. However, if the employee filling a temporary position chosen by the employer is on the C list the most senior employee from the A, B or C list can bump the lesser wage temporary Employee, with 24-hour notice, except under extended leaves of absence of 12 months or longer covered in Section 14.5 of this Agreement.

In hiring, the Employer may consider individuals recommended by the Union. For day porter and foreperson positions, client and Employer approval will also be a determining factor.

The employer will notify the union when there is a permanent open position in the day porter classification.

On an emergency basis that does not exceed three (3) days for day porters and forepersons and two (2) days for other positions, the employer may fill the temporary vacancy by an employee of their choice.

An employee will be removed permanently from an Employer's A, B or C list for any of the following reasons.

Termination for Just Cause

- Not working three shifts within the last twelve (12) months, except for employees on the A or B list.
- Refusing to accept three (3) dispatches, without just cause, within a thirty (30) day period will be considered a voluntary quit, except for employees on the A or B list.
- Not responding to three (3) Employer notifications for dispatch without just cause within a thirty (30) day period will be considered a voluntary quit, except for employees on the A or B list. It is understood that an employee will be considered to have not responded to a notification for dispatch on a given day only if the notification was given at some time from 3:00 p.m. to 4:30 p.m. on that day, except under extenuating circumstances. It is further understood that this paragraph does not in any way restrict the Employer's right to notify for dispatch at any time before 3:00 p.m. or after 4:00 p.m.

Each Employer shall supply the Union with a copy of the lists stated in C.1. Thereafter, each Employer shall supply the Union with a daily report concerning the filling of temporary vacancies no later than 3:00 p.m. following the completion of the previous workday. For Friday, Saturday and Sunday reports, they shall be supplied to the Union the following Monday, unless Monday is a holiday, in which case the requirement unless there are extenuating circumstances such as phone line being down, in that case the Employer is required to supply the daily report as soon as possible.) This report shall contain the following information:

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- Employee Name
- Name and address of new hires
- Current Assignment, if any
- Date of assignment, if any
- Employee being replaced
- Reasons for Open Position
- Estimated Duration

In addition, each Employer shall supply the Union with an updated version of its permanent list once every six months and an updated version of its A, B and C list once every month.

New Construction: For any new jobs that are the result of new construction, an Employer may fill one-half (1/2) of the needed number of employees with employees whose wage rate is the lowest on the progression wage rate. The other half must be filled first with qualified employees on the Employer's A and B list. Once the building is 90% occupied, the property will revert to the standard contract terms.

The mediation procedure set forth in Section 20.6a of this Agreement shall be available for a dispute concerning whether or not an employee has the correct ranking on the A, B, or C list. In the event that it is found that the ranking for a particular employee is incorrect, the exclusive remedy which may be ordered is that the ranking be corrected. In the event that there is a monetary claim related to the ranking claim, the monetary claim may be pursued under the regular grievance procedure.

The existing Labor Management committees may also discuss Exhibit C and may make any non-binding recommendations.

C. 13 If an employer agrees to only use the Union hiring hall to fill all positions, both permanent and temporary, it can sign a side letter to opt out of Exhibit C provisions applicable to filling of available positions by the hiring hall.

The Employer agrees to participate in a union hiring hall pursuant to written procedures and responsibilities established by a labor-management committee. The labor-management committee establishing such procedures and responsibilities shall consist of two management representatives appointed by the San Francisco Maintenance Contractors Association, and two union representatives appointed by Union. Employer may subsequently cease participation in the hiring hall if it is unable to efficiently obtain and assign qualified staff.

For any one time or reoccurring "tag" work of four hours or more which is above base contract specification, the employer may assign such "tag" work to an

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employee from the C List. The contractor will notify the union if the "tag" will exceed more than one month. If a permanent utility worker is utilized at another building for tag work for more than two days, the contractor will fill his/her position with a C list employee who is: (a) qualified to perform the utility work; and (b) working at the lowest rate in the progression schedule as set forth in Section 8 of this Agreement.



ATTACHMENT 1

Recycle/Green Buildings

City and Union will participate in joint labor-management committee to identify best practices with respect to janitorial services. Committee will be facilitated by Mayoral designee from the Department of the Environment, and may include other stakeholders.

FOR SÉIU Local By: Date:

Able Building Maintenance Company

Signature:

American Building Maintenance/Company Signature:

Lewis and Taylor Maintenance Company

Signature:

Genesis Building Services

Signature:

Clean-A-Rama Building Maintenance

Signature:

FOR the Contractors, By: HM L Date: 12

2013 Date: $\left|-3\circ\right|^{-3}$

9/13 Date:

22-13 Date:

Date: <u>1/22/1</u>3 Date: <u>1/3//13</u>

LETTER OF UNDERSTANDING BACKGROUND CHECKS

At client request employees shall be subject to security background checks. Employees shall cooperate with the Employer as necessary for obtaining security background checks. Employees who fail such security background checks shall be subject to termination, if there is just cause. Any employee may elect not to participate in the requested background checks and will be reassigned based on seniority. No bumping of permanent employees shall be allowed.

For the purpose of this provision, just cause to terminate an employee who has failed a security background check exists only if it is established:

- 1. That one or more of the findings of the background security check is directly related to the employee's job functions or responsibilities, or
- 2. That the continuation of employment would involve an unreasonable risk to property or to the safety or welfare or specific individuals or to the general public.

If the customer or Employer determines that the employee has failed a security background check, but the Employer lacks just cause for termination under this provision, then the employee may be transferred or reassigned based on seniority. No bumping of permanent employees shall be allowed. Employees who failed a background check will have a right to a copy of the report and can appeal through the grievance procedure.

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FOR SEIU FOR the Contractors. By: ALLAD Bv: AD. 1121 Date: Date: Able Building Maintenance Company Date: /--30-2 Signature: American Building Maintenance Company Date: Signature: Lewis and Taylor Maintenance Compan Date: 12 Signature: Genesis Building Services Date: Signature: Clean-A-Rama Building Maintenance Date: //3/ Signature:

LETTER OF UNDERSTANDING

A. New Position Definition: RECYCLING COORDINATOR

The purpose of a **RECYCLING COORDINATOR** shall be to hand sort the landfill, recycling, and compost waste streams generated in the property/properties in which they are employed to assist properties in meeting or exceeding City mandated waste diversion rates.

B. RECYCLYING COORDINATOR Hiring Requirements

Contractors may hire a **RECYCLING COORDINATOR(s)** from the SEIU Local 87 hiring hall to allow hand-sorting, of all landfill, recyclable and compostable material generated in the building(s) in which they are employed.

C. RECYCLING COORDINATOR Training

Contractors agree to train **RECYCLING COORDINATOR**. Training shall include, in addition to instruction on the proper sorting of all waste streams, detailed information on the safe handling and disposal of hazardous materials such as sharps and chemicals. Training will be provided in English and in the Recycling Coordinator's native language.

D. RECYCLING COORDINATOR Safety

Contractors shall provide sorters with protective gear reflecting best practice in the recycling industry, including safety goggles, respiratory protection, protective aprons, hair nets, puncture-proof and waterproof work gloves, and safety boots.

E. RECYCLING COORDINATOR WAGES and BENEFITS

Employer will pay the minimum rates of the pay scales of this contract. Employers shall not be prevented from paying in excess of the minimum rates indicated in the pay scales of this contract. Recycling coordinator with a minimum of one year's experience shall be eligible to bid on non-sorter janitor positions according to seniority and their placement on the Employers temporary list.

Health and Welfare: C-23a 822.47 after four months of consecutive 115 hours. Thereafter 115 hours per month qualifier.

Pension: No pension

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Attachment 7

Prevailing Wage Determination

Agreement between San Francisco Window Cleaning Contractors Association and Window Cleaners Union, SEIU Local 1877, AFL-CIO

WINDOW CLEANERS AGREEMENT

April 1, 2013 to March 31, 2014

by and between

SAN FRANCISCO WINDOW CLEANING CONTRACTORS ASSOCIATION

and

WINDOW CLEANERS UNION - SEIU USWW, AFL-CIO

THIS AGREEMENT is made and entered into this 1st day of April, 2013 by and between the San Francisco Window Cleaning Contractors Association, hereinafter called the Employer, and the Window Cleaners Union, Service Employees International Union, United Service Workers West, hereinafter called the Union. The terms of the Agreement shall apply to all signatory Employers as listed on the signature page of this Agreement.

SECTION 1. RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agency for all window cleaners employed by the Employer in San Francisco. In order to be recognized by the Union, the Employer must have an established place of business and must employ at least one (1) full time window cleaner. Also, the Employer must furnish the Union with a certificate of Workers' Compensation Insurance for his employees directly from the insurance company involved.

SECTION 2. UNION MEMBERSHIP AND HIRING

(a) <u>Union Membership</u>: It shall be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligation of members. Checkoff provisions are set forth in Section 23.

For the purpose of this Section only, tender of the initiation fees not later than the thirty-first (31st) day following the date of employment or not later than the thirty-first (31st) day following the effective date of this Agreement, whichever is later, and tender thereafter of the regular monthly periodic dues uniformly required as a condition of retaining membership shall, for the purpose of this Agreement, constitute membership in good standing in the Union.

If the Employer uses persons not members of the Union as window cleaners (except conscientious objectors or financial core members), it shall be recognized as a violation of this Agreement. The Board of Arbitration established in Section 22 below, shall assess a reasonable penalty against the Employer, in the event of such employment violation. It shall not be a violation of this Agreement for janitors who are not members of this Union to wipe off glass doors and spot-clean partition glass; however, janitorial employees shall not use natural sponges, window cleaners' brushes or squeeqees.

(b) <u>Hiring:</u> When new or additional employees are needed, the Employer shall notify the Union of the number of employees needed. Applicants for jobs shall be referred by the Union to the Employer on a non-discriminatory basis.

The Employer shall be the sole judge of the competency of all applicants and reserves the right to reject any applicant referred by the Union. The Employer agrees within one (1) day of the date of hiring to notify the Union of the names, phone numbers and addresses of the persons hired.

In hiring, the Employer shall give preference to applicants previously employed as window cleaners in the local labor market area, which shall be defined to mean the City and County of San Francisco. It is expressly understood that neither the Employer nor the Union shall discriminate against any applicant for employment or employee because of religious creed, race, sex, union membership or age as defined in the Age Discrimination Act as amended.

If the Union is unable to refer to the Employer suitable applicants for employment within two (2) days (working days), the Employer may then hire persons from other sources, provided the Employer on the date of hiring shall notify the Union of the name, phone numbers and address of each person hired.

(c) <u>Probation period</u>: There shall be a forty-five (45) working days probationary period for a new employee. The probationary period shall be applicable to each Employer for which the employee works until the new employee works more than forty-five (45) working days for one Employer.

During the probationary period, the Employer may discharge the employee without cause and without recourse to the grievance procedure.

SECTION 3. SENIORITY

Seniority is the right accruing to employees through length of service which entitles them to appropriate preference in layoffs, rehiring and vacation.

Seniority shall be terminated by discharge for cause, resignation, retirement or failure to return from an authorized leave of absence or failure to return from vacation unless good cause for such failure is shown. In the event of a lay-off, employee's seniority shall be protected for twelve (12) months. If an employee is recalled to work within the twelve month period and does not report to work, then his seniority is terminated.

In all cases of layoffs, the principal of seniority shall apply. If the Employer is required to reduce the size of his crew, then the last person hired shall be the first person laid off. If an employee is laid off outside his seniority date because he lacks a particular skill, when the Employer regains that particular work that can be performed by the more senior employee, then the more senior employee will be recalled with no change in his seniority date. Recall shall be done on a weekly and not daily basis. This means if there is less than one week's work, recall is not mandatory.

It is understood that the Leadman shall be the last employee laid off because of the type of responsibilities required of the job. This provision shall apply to only one person per company and the Employer shall notify the Union of the person designated under this provision. The Employer agrees that the Leadman will not perform Journeyman work (i.e. window cleaning) if, in fact, a Journeyman with more seniority would be laid off. Once all the more senior Journeymen are recalled, the Leadman may perform Journeyman work, if necessary.

SECTION 4. HOURS AND OVERTIME

(a) The maximum workweek shall be thirty seven and one-half (37 %) consecutive hours segregated into five (5) working days of seven and one-half $(7 \sqrt{2})$ hours. The workweek shall be Monday through Friday, with Saturdays and Sundays off. The hours of work shall be from 5:00 a.m. to 1:00 p.m., 6:00 a.m. to 2:00 p.m., 7:00 a.m. to 3:00 p.m., 8:00 a.m. to 4:00 p.m. (Hotels only). Employees shall receive a one-half (1/2) hour between 11:00 a.m. and II:30 a.m. for lunch. Employees must take a full half (1/2) hour for lunch and no employee shall substitute part of the lunch period for any part of the regular working day. Any work performed in addition to the specified hours contained herein shall be paid at the overtime rate of pay. A twenty (20) minute rest period two (2) hours after starting time shall be given each employee. The Union pledges its best

efforts to enforce the provisions of a seven and one-half (7 $\frac{1}{2}$) hour day, and agrees to discipline any member found to be in violation thereof. It is understood the employees covered by this Agreement will at all times conduct themselves on the job in an orderly and business-like fashion.

If there is a shift change, notification shall be given by Thursday noon for the following week. If a building requires cleaning at different times, the Employer shall establish a swing or grave shift. Any such shift shall start after 1:00 p.m. and shall be eligible for a shift premium of forty (\$0.40) cents per hour. Any shift starting after 1:00 p.m. shall be offered to the most senior qualified employee and down the seniority list until exhausted. If no employee volunteers, the least senior qualified employee shall be assigned such shift.

The parties recognize the principle that the Employer and the Union shall maintain proper and reasonable times on the jobs. In the event of any question concerning reasonable time for performing a job, Employer and Union shall promptly meet and confer in good faith effort to reach agreement. If the representatives fail to agree, the disagreement shall be handled in accordance with the provisions of Section 22 below.

Any problems relating to work schedules, rest periods and lunch periods in connection with scaffold and bos'n chair work shall be determined promptly by agreement between Employer and Union. If the representatives fail to agree, the disagreement shall be handled in accordance with the provisions of Section 22 below.

(b) The maximum workweek with a holiday, as designated in Section 6 below, shall be reduced seven and one-half (7 $\frac{1}{2}$) hours for each holiday falling within that workweek.

(c) Employees covered by this Agreement will not be employed by more than one (1) Employer at any one (1) time, or be self-employed, while in the employ of an Employer covered by this Agreement, subject to approval of the Union.

(d) Overtime work shall be on the following basis:

- a. Time and one half $(1 \ \frac{1}{2})$ after seven and one half $(7 \ \frac{1}{2})$ hours worked in a day and double time after twelve (12) hours in a day; and
- b. Time and one half (1 ½) for work performed on Saturday provided that the employee must have completed thirty seven and one half (37 ½) hours in the preceding Monday-Friday unless 37 ½ hours of work were not available to the employee based on his/her seniority.

c. Double time for work performed on Sunday provided that the employee must have completed thirty seven and one half (37 ½) hours in the preceding Monday-Friday unless 37 ½ hours of work were not available to the employee based on his/her seniority, and further provided that the employee has not refused Saturday overtime for that same weekend.

Paid non-work hours and daily overtime hours shall be counted as worked hours for the purpose of determining Saturday and Sunday overtime.

SECTION 5. SPLIT SHIFTS

There shall be no split shifts, but in case of emergency of any store that might change display windows in late afternoon or evening, the employee shall be permitted to go back and wash the inside of said windows at overtime rates. This overtime will not have to be taken off the following week. When an employee is called back to work after completing his regular shift, he shall receive a minimum of two (2) hours work or two (2) hours pay at the applicable overtime rate.

SECTION 6. HOLIDAYS

The following holidays will be observed:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day

Veteran's Day Thanksgiving Day Day after Thanksgiving Christmas Day Floating Holiday*

Employees shall be eligible for all holidays except the floating holiday upon completing their probation.

* Employees shall be eligible for their floating holiday one year from their date of hire with the Employer. The employee shall request the floating holiday in writing at least two weeks prior to the date s/he wishes to take it and the request shall be by mutual agreement.

If a holiday falls on a Saturday or Sunday, it shall be observed on the following Monday, provided that in cases of emergency, special arrangements can be made with the Union. If a holiday falls on a Thursday, an employee who gives the Employer one (1) week notice will be permitted to take the following Friday off on his own time without penalty. If a holiday falls on a Tuesday, an

employee may be permitted to take the previous Monday off on his own time without penalty provided the entire shop agrees or it is mutually agreed to by the Employer and employee.

All employees shall receive a full day's pay for the observance of said holidays, regardless of the day on which the holiday occurs, provided such employees have reported to work on their regular working day immediately before and immediately after said holiday. An employee shall have been considered to have reported for work, if absence on the day before or after said holiday is due to express permission of the Employer or to a bona fide illness, or to a dispute between Employer and Union that has resulted in work stoppage. An employee required to work on a holiday shall be paid by the Employer for whom he works at the rate of double time in addition to his regular pay. Under no condition whatsoever shall work be permitted on Labor Day. No man shall be laid off for the purpose of defeating this provision.

SECTION 7. WAGES

(a) The minimum hourly wage for all journeymen and for all scaffold and bos'n chair work shall be as follows:

-	<u>April 1, 2013</u>
Base	\$20.65
Scaffold/Bos'n Chair	\$22.11

(b) If the Employer posts the position for Leadman, the job shall be open for bid. If the skills and ability are relatively equal seniority shall govern.

Skills and ability required for the Leadman position are the following:

- 1. The ability to communicate with building managers and/or engineering staff.
- 2. Must be able to read and explain OPUS requirements.
- 3. Must have knowledge of CAL-OSHA, ANSI-IWCA, I-14 standards and CA Labor Code that governs window cleaning operations as long as information is posted in the shop.
- 4. Must be able to conduct monthly safety training meetings.

The Leadman shall receive one dollar and twenty-five cents (1.25) per hour premium over the rate of job he is performing. General duties shall be as follows:

Under general supervision instructing employees in Company's overall method of operation. Assigns employees to particular duties, inspects and checks the

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employee's work for efficiency and accuracy. Must integrate his operations with those of other crews and department whenever necessary. Also oversees compliance of Safety Regulations.

(c) Inexperienced persons may be hired by the Employer, subject to all provisions of this Agreement, provided that no journeyman window cleaner shall be displaced as a result of such employment, except that the Employer may retain inexperienced employees with longer seniority than newly hired Journeymen for the purpose of training only. The ratio of any one (1) inexperienced employee to four (4) journeyman window cleaners shall not be exceeded, except that shops employment less than (4) journeymen window cleaners may hire not more than one (1) inexperienced person. Inexperienced employees shall be paid the following minimum hourly wages:

	Start	After 975 hours worked	After 1950 hours worked	After 2925 hours worked	
Effective 4/1/13 Base:	\$13.00	\$14.00	\$15.00	\$16.95	
Scaffold/Bos'n Chair:	\$14.50	\$15.50	\$16.50	\$18.41	

Journeyman rates paid: after 3900 hours worked

Any inexperienced employee who has served a portion of his training period with one Employer and is subsequently hired by another Employer, part to this Agreement, may be credited with the training time served, upon mutual agreement of the Employer and the Union. When an inexperienced person is hired, it shall be compulsory that the inexperienced person work with a journeyman for a period of not less than six (6) months, regardless of the scale that the inexperienced person may be paid. If an inexperienced person is not qualified to perform the work he shall either be laid off, or, by mutual agreement between the Union and the Employer, his training time may be extended. There shall be no reduction of hours for any employee as a result of the signing of this Agreement.

An Employer hiring inexperienced persons shall be required to train such persons in all phases of the window cleaning craft.

At no time shall an inexperienced person be allowed to work more than seven and one-half (7 $\frac{1}{2}$) hours per day or more than thirty-seven and one-half (37 $\frac{1}{2}$) hours per week without the prior approval of the Union.

Journeymen window cleaners must be required to do all phases of window cleaning work as requested by the Employer, provided that no employee shall be disciplined under this provision without prior notice to the Union and discussion of the specific case involved. If the parties fail to agree, the case shall be handled as provided in Section 22 below.

SECTION 8. HEALTH INSURANCE, DENTAL, VISION, PRESCRIPTION DRUG AND LIFE INSURANCE

(a) Health Insurance

1. This Section expresses the understanding of the parties concerning Employer contributions to the General Employees Trust Fund on behalf of employees covered by this Agreement and their dependents.

2. All employer contributions referred to in this Section shall be paid into the General Employees Trust Fund, created under the terms of said plan in accordance with the procedures set forth below. It is understood that all questions concerning eligibility of employees for coverage shall be determined by the Trustees of the said Trust Fund.

The Employer shall provide benefits as contained in the agreed upon worksheet between the Employer and the Union of Menu Plan C18 through General Employees Trust Fund for eligible employees and dependents. The cost of the current Plan, as of April 1, 2013 is \$1303.47 per month.

3. Between the first (1st) and the tenth (10th) day of each month, the Employer shall submit to the Trust Fund a list of all employees who have worked seventy-five (75) hours or more during the preceding calendar month. The list shall indicate the number of hours worked by each employee. Paid vacations, paid holidays, and paid sick leave are considered as hours worked in computing group insurance plan contributions. The Employer shall pay into the Trust Fund each month an amount to cover the cost of the benefits.

New employees hired after April 1st, 2010 (with the exception of returning Journeyman employees) shall become initially eligible for payment of the Health and Welfare premium after working nine hundred seventy five (975) hours and then working a minimum of seventy-five (75) hours in a subsequent calendar month. The definition of a "returning journeyman" who would not have to wait for a health and welfare contribution as defined above is a journeyman who has worked as a window cleaner for a signatory or me-too employer in the City and County of San Francisco within twenty-four (24) months of being hired by his/her

current employer. Any journeyman on payroll of a signatory or me-too employer as of the date of ratification does not have to wait nine hundred seventy five (975) hours for health care.

4. The Employer agrees that the employee benefits established by the General Employees Trust Fund shall be maintained for the life of this Agreement. If the present carrier shall, as a result of loss experience, elect to increase the premiums, the Employer agrees to pay such increases as may be necessary in order to maintain the present employee benefits.

5. The Employer shall comply with all provisions of the Trust Fund and shall maintain, furnish and make available for audit at Employer's office such data and records as the Trustees may require as provided in the Trust Fund.

6. If any employee works seventy-five (75) hours or more in the calendar month but is not listed by the Employer, the Employer shall be personally liable and fully responsible for all claims that may be incurred by such employees in the same amounts as through the employee had in fact been listed. This personal liability, however, does not in any way relieve the Employer of his liability to make payments under this Agreement.

7. The Employer hereby accepts the terms of that certain Agreement and Declaration of Trust entered into at San Francisco, California, creating the General Employees Trust Fund and further agrees to become a party to said Agreement and Declaration of Trust. Employer hereby agrees to be bound by all of the provisions of said Agreement and Declaration of Trust and hereby acknowledges prior receipt of a copy thereof.

8. If an employee who has had six (6) months or more of service is injured or ill, the Employer shall continue to make monthly contributions on his behalf for at least two (2) months.

SECTION 9. PENSION

There is hereby established plan for the purpose of providing pension or retirement benefits to employees covered by this Agreement. The Employer agrees to make periodic contributions on behalf of all employees covered by the Collective Bargaining Agreement to the Service Employees International Union National Industry Pension Fund ("Fund") in the amounts specified below. The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to

the power delegated to them by that agreement, including collection policies, receipt of which is hereby acknowledged.

Effective April 1, 2013, based on March, 2013 hours the contribution rate to the Fund shall be two dollars and fourteen cents (\$2.14) per hour for each straight time hour worked and paid for. Paid vacation, paid holidays and paid sick leave are considered as hours worked in computing contributions.

The Employer and the Union agree to adopt the Preferred Schedule for Benefit Changes and Supplemental Contributions adopted by the Trustees of the National Industry Pension Fund (NIPF), and any amendments thereto, for the life of this Agreement. The supplemental contribution amount is 37.6% of the above contribution amount of \$2.14 per hour.

SECTION 10. SICK LEAVE AND FUNERAL LEAVE

Effective June 1, 1978 every employee covered by this Agreement who has been employed by his Employer shall be permitted to accumulate five (5) days sick leave per year accumulated at the rate of 1.7 days for each four (4) months of service.

This paid leave can be used for a bona fide illness, accident or funeral leave, or to care for an immediate family member as defined below. This five (5) days per year shall be accumulated to a maximum of thirty (30) days.

Every employee shall earn sick leave for each month in which he/she works the 75 hours per month needed to qualify for Health & Welfare benefits. Paid vacations, paid holidays, and paid sick leave are considered as hours worked for computing eligibility for paid sick and funeral leave each month.

Earned paid leave benefits shall be paid in the following manner:

First (1st) full workday's absence, no pay except where the employee is hospitalized on such first (1st) day; succeeding workday's absence, full pay until earned sick leave benefits are exhausted.

The waiting period herein provided before full pay commences shall apply to each employee and not each illness or accident. Employees working for one (1) Employer will only have one (1) waiting period. Employees working for multiple Employers shall have one (1) day wait for the first illness or accident for each Employer.

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²⁷⁷ 946 If the employee desires to utilize any earned leave for funeral leave it shall be for a death in the immediately family and immediate family shall be defined as: Spouse, Domestic Partner, Son, Daughter, Father, Mother, Brother, Sister, Grandson, Granddaughter, Grandfather and Grandmother.

Upon resignation, voluntary quit, retirement, discharge, or layoff, all unused sick leave shall be paid to the affected employee at his hourly rate of pay.

The Union and the Employer hereby expressly waive the provisions of Chapter 12W to the Administrative Code of San Francisco relating to paid sick leave. Those provisions shall have no application to the employees covered by the Agreement between the Employer and the Union during the term of this Agreement.

SECTION 11. SCAFFOLD AND BOS'N CHAIRS

All Scaffolds and Bos'n Chairs must be hung by men who work on same. A minimum of two (2) journeymen must work together on all Scaffolds and Bos's Chairs whenever practicable. Inexperienced employees shall not be allowed to work on Scaffolds or Bos'n Chairs, until the inexperienced person has worked at the trade for at least six (6) months. Then the inexperienced person must work with a journeyman.

SECTION 12. VACATIONS

All employees who work continuously for one (1) Employer for one (1) year shall receive a minimum of ten (10) days vacation with pay at the prevailing straight time rate annually.

All employees who work continuously for one (1) Employer for two (2) years or more shall receive a minimum of twelve (12) days vacation with pay at the prevailing straight time rate annually.

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All employees who work continuously for one (1) Employer for five (5) years or more shall receive a minimum of fifteen (15) days vacation with pay at the prevailing straight time rate annually.

All employees who work continuously for one (1) Employer for twelve (12) years or more shall receive a minimum of twenty (20) days vacation with pay at the prevailing straight time rate annually.

Employees whose employment terminates after six (6) months or more shall receive vacation pay prorated on the basis of one (1) days pay for each month of

service during the first (1st) five (5) years of employment, and on the basis of one and one-fourth (1 ¼) days pay for each month of service thereafter. Employees whose employment terminates after twelve (12) years of employment shall receive vacation pay prorated on the basis of one and two-thirds (1 2/3) days pay for each month of service.

Every employee shall earn vacation for each month in which he/she works the 75 hours per month needed to qualify for Health & Welfare benefits. Paid vacations, paid holidays, and paid sick leave are considered as hours worked for computing eligibility for vacation each month.

SECTION 13. MILITARY SERVICE

All Window Cleaners entering the military service of the United States shall, upon their return to civilian life, retain their former shop seniority, providing they are physically fit and apply for their former jobs within ninety (90) days.

SECTION 14. TRAVEL

(a) All commercial vehicles shall be furnished by the Employer. Each contractor may designate as many men as are necessary to drive the contractor's vehicles and also clean windows, subject to notification to the Union. These men shall not be allowed to clean windows or drive vehicles more than thirty-seven and one-half (37 1/2) hours per week. The contractors name, telephone number and address must appear on the vehicle driven by the employee. All vehicles must be driven by a journeyman, unless otherwise authorized by the Union. Unless authorized by the Employee and the Union, no vehicle shall be used in any manner by an employee after working hours, but shall be returned to the shop each day. No employee shall be disciplined or discharged because of a refusal to drive the contractor's vehicle.

(b) All traveling time and transportation expenses shall be paid by the Employer, except that an Employer may require an employee to report directly to a job and to leave any job at the end of the working day without providing transportationexpense or travel time to first job or from last job, provided that all assigned work is within the city limits of San Francisco. All out-of-town work shall be voluntary, and no employee shall be voluntary, and no employee shall be required to accept out-of-town assignments.

SECTION 15. RESTRICTIONS

The foreman shall not be allowed to clean windows. This section does not apply to principal owners.

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SECTION 16. EQUIPMENT

Employers shall furnish the employee all normally issued tools and working equipment for that day and the employee shall be held responsible for same except when ordered to leave tools on the job in an unsecured area. The company will notify the employee as to who in the company will issue and receive tool inventory.

All new window cleaning tools must be submitted for approval by the person to employ such new tools. They shall be screened by the joint committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer. They shall not be put into use without the prior approval of said committee. It is recognized that the loss of the Company issued "bucket tools", other than for loss due to bona fide accidents of normal wear and tear will be grounds for the employee to replace the "bucket tools" at the Company cost.

SECTION 17. SUBCONTRACTING

No piece work or sub-contracting of work shall be allowed unless mutually agreed upon by the Union and the Employer.

SECTION 18. SAFETY

(a) Suitable belts must be used on all buildings that have anchor bolts. Ropes on belts and on Bos'n Chairs must be renewed every six (6) months, or on demand of employee.

(b) No windows shall be cleaned that are not in good working order.

(c) No window cleaner shall be allowed to work on an extension ladder more than four (4) hours in any one (1) day. Only in case of extreme emergency, where an employee can finish a job, one (1) hour more will be permitted.

(d) A person shall be placed at the foot of all ladders in use that exceed eighteen(18) feet in length. Two (2) window cleaners shall work together on extension ladders which are extended thirty-six (36) feet or more in length.

(e) It is agreed that when the personal safety of a member is concerned, his refusal to work on defective windows, or inadequate window cleaning equipment, shall not be sufficient cause for discharging of the employee and it is

further agreed that said member will not be penalized for such refusal by a the Employer.

(f) All other safety conditions not specified herein, but which form a part of the rules and regulations of the California Occupational Safety and Health Administration (Cal-OSHA) for Window Cleaners, shall be observed by the Employer.

(g) When the personal safety of a member is concerned, his refusal to pass through a picket line shall not constitute a violation of this Agreement.

(h) Where acid is used on scaffold work, steel falls shall be used instead of rope falls. Whenever employees are obliged to use acid in the course of their employment, Employers shall furnish employees with rubber gloves or other necessary equipment.

(i) The Parties agree to establish a Labor-Management Committee of a maximum of seven (7) members from each side. This committee is meant to discuss areas of mutual concern such as safety, training and the preservation of standards in the Window Cleaning Industry. It is not intended to discuss contractual issues.

SECTION 19. BREAKAGE

Employees shall not be held responsible for any breakage or damage, and no deductions shall be made from the employee's wages for any breakage or for insurance, public liability, property damage, employees compensation or for any other reason or purpose except those deductions required by law. Deductions may be made from employees' wages in order to purchase group insurance, provided that the Union is advised in advance concerning the proposed establishment of any group insurance plan the employee agrees voluntarily to be a party to such a group insurance plan.

SECTION 20. DISCHARGE AND DISCIPLINE

Any Employer discharging or disciplining a member of the Union must have just and reasonable cause. In case of a dispute, it shall be taken up under Section 22 of this Agreement.

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SECTION 21. SHOW-UP PAY

Any employee who is ordered to work and is not put to work must receive two (2) hours pay. Any employee instructed not to come to work because of rain or wind will not be entitled to show-up pay if informed within four (4) hours prior to the start of the shift. Such notification shall be solely based on seniority of people who work out of the shop and shall not be for punitive, discriminatory or personal favoritism reasons. Any employee who is put to work shall be guaranteed seven and one-half (7 $\frac{1}{2}$) hours work or pay.

SECTION 22. GRIEVANCE PROCEDURE

In case of a grievance or dispute concerning the interpretation or application of the terms of this Agreement, a representative from the Union and a representative from the Employer shall immediately attempt to settle the grievance or dispute.

The right to grieve is lost if the grievance is not brought up in writing within thirty (30) working days from the time the Union is aware of such dispute.

If the parties are unable to do so, a Board of Adjustment composed of two (2) representatives from the Union and two (2) representatives from the Employer shall, within ten (10) working days after written notice is mailed by either party to the other, meet to consider all questions under dispute and endeavor to arrive at a satisfactory settlement.

By advance mutual agreement of the Parties, an Adjustment Board as described above can be convened with the addition of a neutral mediator. The mediator will provide a non-binding recommendation to the parties to assist the parties in settling the grievance. If the parties reach a settlement, it shall be reduced to writing the day of the Board of Adjustment and signed off by the Board members.

The parties may file for Arbitration if the grievance is not settled at the Board of Adjustment. The party filing the Arbitration shall notify the other in writing within twenty business (20) days of the Board of Adjustment.

The Arbitrator shall be selected by mutual agreement between the parties. If the parties are unable to agree upon an arbitrator, they shall request a list of nine (9) arbitrators from the FMCS. Upon receipt of such a list, the parties shall alternately strike one (1) name from the list until one name remains. That

person shall serve as arbitrator. The party striking the first name shall be determined by the flip of a coin. The costs of the Arbitration shall be borne equally by the parties. The decision of the Arbitrator shall be final and binding upon the Employer, the Union and the employee(s). The Arbitrator shall have no authority to add to, amend, delete or modify this Agreement.

SECTION 23. CHECKOFF

(a) The employer agrees to deduct from the pay of each employee the membership dues required to maintain good standing as defined by the Constitution and Bylaws of the Union.

(b) Membership dues shall be deducted in the following manner:

1. Deducting for monthly dues shall be made from each paycheck based on the percentage established by the Union up to the maximum monthly dues amount commencing with the second (2^{nd}) month of employment.

2. Deduction for initiation fees, in the case of new employees not members of the Union, shall be deducted from the second (2^{nd}) pay check received by such employee during the second (2^{nd}) month of their employment.

(c) All sums deducted for monthly dues and initiation fees shall be remitted to the Secretary-Treasurer of the Union not later than the last day of the calendar month in which such deductions are made, together with a list showing the names and addresses of employees and the amount of deductions made.

(d) It is understood and agreed between the parties that deduction of Union membership dues shall be made only on the basis of written authorization from the individual affected.

(e) The Union agrees to indemnify and hold the Employer harmless as to this provision.

SECTION 24. MISCELLANEOUS

(a) The Employer agrees to notify the Union of all jobs and also agrees to give notice to the Union of all new jobs and job cancellations within thirty (30) days.

(b) The Union shall have the right to inspect the payroll concerning any employees covered by this Agreement, including records showing straight time and overtime work.

(c) "During the term of this Collective Bargaining Agreement, the San Francisco Window Cleaning Contractors Association and Service Employees International Union Local 1877 shall each appoint three (3) persons to a joint labor/management study committee. The purpose of the joint Study Committee will be to examine the feasibility and practicality of creating a joint labor/management state certified apprenticeship program including the costs that would be attached to creation of such an apprenticeship program. The committee will attempt to arrive at a joint recommendation during the term of this Collective Bargaining Agreement and present such recommendation to Service Employees International Union Local 1877 and the San Francisco Window Cleaning Contractors Association for further discussion between the Parties."

(d) Most Favored Nations Clause: If, during the term of this Agreement, the Union enters into a collective bargaining agreement or allows practices with another employer or group of employers employing employees in the classifications covered hereunder which provided for a total compensation package of wage rates or economic fringe benefits which are favorable to any employer than the total of the corresponding or similar provisions of the Agreement, then it is agreed that those more favorable conditions will become effective under the terms and conditions of this Agreement on the same date that they become effective under the other collective bargaining agreement.

(e) Alcohol and Drug Testing:

1) <u>Purpose</u>. This policy is to provide guidelines for "reasonable suspicion" alcohol and controlled substance testing to be effective April 1, 2000.

2) **Scope.** This policy applies to all employees of the Employers signatory to this Agreement.

3) <u>Definitions</u>. For the purpose of this policy, controlled substances are the drugs that the Federal Department of Transportation (D.O.T.) has defined in its drug testing program. These drugs are marijuana, cocaine, oplates, amphetamines and phencyclidine (PCP).

4) POLICY

A: General Rules.

No employee shall report for duty or remain on duty while having an alcohol concentration of 0.04 or greater, or use any controlled substance except when the use is pursuant to the instructions of a physician who has advised the

employee that the substance does not adversely affect the employee's ability to safely perform his/her job duties.

An employee whose conduct indicates that he/she is not in a physical condition to perform his/her job safely and efficiently will be required to submit to an alcohol and/or a controlled substance test.

A manager must have a "reasonable suspicion" that the employee is under the influence of, or adversely affected by, alcohol or a controlled substance. Reasonable suspicion exists when there is a clear indication of impairment based on objective evidence and/or based on specific personal observation by a manager who can attest to the appearance, behavior, speech or breath odor of the employee. The manager will document his/her observations and reasons for requesting testing, and get a witness where there is at least one (1) additional employee at the same worksite. Those observations may include but are not limited to:

- Abnormal work performance;
- Any combination of physical conditions and/or symptoms such as unsteady balance, alcohol on breath, glassy eyes, reddened eyes, unsteady gait, etc.;
- Abnormal person behavior or unusual interpersonal relations on the job;
- It is the Employer's policy to test for the abuse of drugs and alcohol following certain accidents on the job, AND when an individual is involved in an OSHA-reportable accident. An accident is defined as requiring more than first aid (e.g. treating by a physician or hospitalization), injuries that require lost time (at least ½ day), or loss of consciousness. When such accidents occur, a urine drug screen and breath alcohol test will be done.

The Employer will provide training to make managers aware of the above conditions.

An accident that occurs under suspicious circumstances or without any logical explanation may establish "reasonable suspicion" for requiring the employee involved to be tested; however, the mere fact that an accident occurred is not sufficient in itself to establish reasonable suspicion. In any case, an employee involved in a work-related accident who is the victim of another's carelessness shall not be subjected to any testing merely because he/she requires medical treatment.

Failure by an employee to submit to a test when reasonable suspicion exists shall be grounds for termination. Any employee who tests positive for a controlled substance and/or an alcohol test showing a concentration of 0.04 or greater or is in violation of any part of this policy may be subject to disciplinary action which could include suspension and/or termination.

If an employee tests positive or if they volunteer to enter a program, they must enter a program for rehabilitation. Upon successful completion of this program they will be allowed to return to work; however, if they test positive a second time, they shall be terminated without recourse to the grievance procedure.

B. Reasonable Suspicion Testing Procedure.

All alcohol and controlled substance testing will be performed at a qualified collection site. Alcohol testing will be done by Breathalyzer (evidential breath testing device) and controlled substance testing by urine specimen (an initial screening test is done and if necessary a conformation test using gas chromatography/mass spectrometry). Alcohol and controlled substance testing will be done during an employee's paid time.

All samples which test positive for controlled substances will be confirmed using a chromatography/mass spectrometry test, or it may be confirmed by use of a superior or equally reliable test if such becomes available.

The employee, at his/her personal expense, will have the opportunity to have a reputable testing facility test the same sample as was submitted to the original test facility. Accepted chain of custody procedures must be followed and the test facility selected by the employee must meet all standards set by Federal/Health Agencies for laboratory performance using certified Medical Technologists and Technicians. An employee may request the independent test by notifying the Employer or its manager in writing within two (2) calendar days after the day when the employee is informed of the test results. The test result will be kept confidential and will be available only to a designated Employer representative, a designated Union representative, or a designated legal representative.

None of the testing procedures are intended to be in violation of the law, and if any part of this Policy comes to be in violation of Federal, State law or City Ordinance, only that part shall be void and it shall not nullify any other provisions of this policy.

 If the Employer goes out of business, the parties agree to meet to discuss severance pay.

SECTION 25 - NO STRIKE/NO LOCKOUT

The language and spirit of this Agreement guarantees the prompt and faithful performance by the Employer and the Union of all obligations imposed by the terms of this Agreement. The parties, therefore, mutually agree that during the term of this Agreement, the Employer shall not lock out its employees, nor shall the Union or its members either cause, sanction, or engage in any strike, or slowdown or stoppage of work of the Employer's business. In the event of a violation of the provisions of this Section, the Union shall, upon notice from the Employer, immediately direct the affected employees to resume immediately normal operations.

It is understood that the observance by an individual member of the Union of a lawful picket line or another labor organization, which picket line has been sanctioned by the San Francisco Labor Council, shall not constitute a breach of this Agreement.

SECTION 26. INDUSTRY STABILIZATION

- (a) The Employer shall contribute five cents (\$.05) for each straight-time hour worked by employees under this Agreement to the Maintenance Cooperation Trust Fund, whose purpose is to enforce wage and hour, OSHA, insurance and other laws affecting the Window Cleaning Industry.
- (b) The Union agrees that no employee working under this Agreement shall engage in any window cleaning in the commercial office, commercial residential or retail sectors in the City and County of San Francisco which is not under the terms of this Agreement.

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SECTION 27. TERM OF AGREEMENT

This Agreement shall become effective as of April 1, 2013 and shall remain in effect until March 31, 2014, and shall continue from year to year thereafter, provided, however, that each party reserves the right to give notice, in writing, to the other at least sixty (60) days prior to March 31, 2014 of its desire to change or terminate said agreement.

Zath day of 2013. Signed this FOR THE WINDOW CLEANERS UNION FOR THE SAN FRANCISCO WINDOW CLEANING SEIU USWW CONTRACTORS ASSOCIATION By: Colin O'Leary Union Representative Beard James By: José Garza Able By: Joel/Pinéda CBM By: Guillermo Rodriguez Glasstech Date: Date: Signatory Window Cleaning Employers: ABLE BUILDING MAINTENANCE CAPITAL BUILDING MAINTENANCE

CAPITAL BUILDING MAINTENANCE CENTURY WINDOW CLEANING DELTA WINDOW CLEANING ELITE WINDOW CLEANING, INC. GLASSTECH LEWIS & TAYLOR BUILDING MAINTENANCE

NATIONAL INDUSTRY PENSION FUND APPENDIX FOR COLLECTIVE BARGAINING AGREEMENTS BETWEEN EMPLOYERS AND SEIU LOCALS

Section 1. COVERAGE

The San Francisco Window Cleaning Contractors Association, acting on behalf of all Employers signatory this Agreement ("Employer"), agrees to make periodic contributions on behalf of all employees covered by the Collective Bargaining Agreement to the Service Employees International Union National Industry Pension Fund ("Fund") in the amounts specified in Section 3 below.

Section 2. TERM

The Employer agrees to become and remain a participating employer in the Fund throughout the term of this Collective Bargaining Agreement, including any extensions thereof. The employer agrees to abide by the Preferred Rehabilitation Plan.

Section 3. CONTRIBUTIONS

- (a)(1) As of April 1, 2013, the Employer agrees to contribute to the Fund \$2.14 per straight time hour worked and paid for all employees covered by the Agreement.
 - (2) The supplemental contribution amount is 37.6% of the above contribution amount of \$2.14 per hour.
- (b) Contributions required by this provision shall be paid to the Fund on or before the fifteenth day of the month following the period for which contributions are due or before such other date as the Trustees may hereafter determine
- (c) Contributions shall be transmitted together with a remittance report containing such information, in such manner, and on such form as may be required by the Fund or their designee.

Section 4. TRUST_AGREEMENT

The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that agreement, including collection policies, receipt of which is hereby acknowledged. The Employer hereby designates the

Employer members of the Fund's Board of Trustees, or their duly selected successor(s), as its representatives on the Board

Section 5. COOPERATION

The Employer and Union agree to cooperate with the Trustees of the Fund in distributing Plan booklets, literature, and other documents supplied by the Fund Administrator and in obtaining and providing such census and other data as may be required by the Fund's Administrator or Trustees to enable them to comply with the applicable provisions of the Employee Retirement Income Security Act.

Section 6. APPROVAL BY TRUSTEES

The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees of the Fund and that the Trustees reserve the right to terminate, at their sole and unreviewable discretion, the participation of the employees covered by this Agreement and to establish the level(s) of benefits to be provided. Termination may be directed by the Trustees for reasons including, but not limited to, failure of the Employer to timely pay contributions and expiration of a Collective Bargaining Agreement. The parties further acknowledge that the Trustees' acceptance for participation in the Fund of the employees covered by the Collective Bargaining Agreement is limited only to the categories of employment covered by the Collective Bargaining Agreement at the time application for acceptance occurs and the admission of other categories of employment to participate in the Fund will require specific acceptance by the Trustees.

Section 7. MISCELLANEOUS

In the event of any inconsistency between this appendix and the Collective Bargaining Agreement, the terms of this Appendix shall prevail.

For the Employer:	For the Union
By: Arun Been	By:
James Beard	Colin O'Leary
Date: 8 30 28713	Date: 8/30/13

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WINDOW CLEANERS AGREEMENT – April 1, 2013 to March 31, 2014

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Attachment 8

Prevailing Wage Determination

Agreement between Employer and International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its territories and Canada Local No. 16



2013

PROJECT COLLECTIVE BARGAINING AGREEMENT BETWEEN

CITY OF SAN FRANCISCO

AND

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA

LOCAL NO. 16

Local 16 I.A.T.S.E. 240 Second Street, First Floor San Francisco, CA 94105

> Tel: 415-441-6400 Fax: 415-243-0179

www.local16.org

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I. GENERAL PROVISIONS

This Collective Bargaining Agreement, hereinafter referred to as the CBA, is made and entered into on <u>July 1, 2013</u>, by and between CITY OF SAN FRANCISCO, hereinafter known as the Employer and Local 16 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, counties of Marin, Lake/Mendocino, Sonoma, Napa, San Mateo, Palo Alto/Stanford University and the City and County of San Francisco, located at 240 Second Street, San Francisco, California, hereinafter known as Local 16.

A. WITNESSETH

Whereas the Employer has the need to hire skilled technicians; and whereas Local 16 can supply such skilled stage technicians to the Employer; the Employer agrees to the wages and conditions hereinafter specified in this CBA,

B. RECOGNITION

The Employer recognizes Local 16 as the exclusive bargaining agent for all persons employed by the Employer, regardless of venue, who perform work under the jurisdiction of Local 16, whose jurisdiction includes: San Francisco County, Marin County, Santa Rosa, Lake County, Mendocino County, Sonoma County, Napa County, San Mateo County and Palo Alto/Stanford University.

C. SCOPE AND JURISDICTION

It is agreed that the Employer shall hire workers supplied by Local 16, regardless of venue, to perform all work that is by custom and practice performed by technicians under the jurisdiction of Local 16, including, but not limited to, general carpentry, ground cover for arena and stadium events including terraplast, plywood, tarps or any other cover that may be developed in the future, theater maintenance, construction and assembly of scenery and stages, properties, stage lighting, room lighting and associated electrical work, generator set up and operation, power distribution, all rigging, video, ENG and studio production, sound, laser, electronic recording, graphics presentation, and projection, including slide, video and motion picture projection, and any other work described in EXHIBIT A.

It is further agreed that the installation, operation and removal of computers that stand alone, are networked together or that are used for the operation, control or interfacing of any electrical, projection, audio or video equipment is work performed by technicians under the jurisdiction of Local 16.

It is further agreed that the Employer may utilize Local 16 technicians to layout, test, package, and prepare equipment as needed for specific shows. All such Local 16 personnel working on such a job will be covered by the wages and conditions of this CBA.

D. COMPENSATION

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It shall be the ultimate responsibility of the Employer to ensure that each employee working under this agreement is compensated properly in accordance with the provisions herein. It is the Employer's responsibility to review all payroll reports, whether executed by a payroll marshal, a third party payroll company, or a union steward, to assure that all employees are paid for the hours worked each day, that all minimum calls are covered and that they are paid at the appropriate rates.

E. RULES AND REGULATIONS

The Employer shall have the right to establish rules and regulations as may be deemed necessary for the conduct, dress, management, job performance and working conditions of the company, and the Union agrees that its members will obey all rules and directions of any authorized representative of the Employer, insofar as any rule or direction does not expressly conflict with the terms and conditions of this Agreement or other pertinent regulations.

F. NEW CATEGORIES AND CLASSIFICATIONS

It is agreed that the Employer shall notify Local 16, as soon as practical but not less than thirty (30) days in advance, of the creation of any new category and/or classification not mentioned in this CBA and to meet and confer with Local 16 with respect to whether such a category and/or classification falls properly within the scope of this CBA and, if it is determined that it does, to bargain with respect to the minimum wage for the category and/or classification.

II. DEFINITIONS

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A. RIGGING

The category of rigging is to include the installation, operation, maintenance, and repair of counterweight systems, aerial winches, the spotting of lines, block and falls, motorized hoists and truss, traveler tracks, and/or all types of theatrical apparatus which are attached to or hang from beam, grid or ceiling, etc.

When motorized hoists are to be activated or when a performer is to be flown a Head rigger must be present.

Local 16 agrees that, when requested, technicians referred to employment as head rigger shall be certified through the Entertainment Technician Certification Program (ETCP). In the event that a facility or an employer requires or requests that an ETCP certified technician be employed in specific positions, that technician shall receive a \$2.00 per hour increase in their hourly wage.

When rigging is performed without an elevated work platform there shall be a minimum of three (3) riggers present (the third person may be a Local 16 technician trained in fall protection and rescue).

B. HEAD OF DEPARTMENT

Whenever a master sound technician (A1), master electrician, master carpenter, head rigger video engineer (EIC), property master, head projectionist (P1), teleprompter, special effects head, webcast technician, network engineer, high resolution routing engineer, graphics operator, or head computer technician (C1) is required to set up a show by virtue of installing equipment, patching, cueing and performs said work during the show, that employee shall be paid at the head of department scale. The following shall also be classified as Head of Department:

- 1. When there is an event with three (3) or more camera operators, one (1) camera operator shall be paid as the head of department.
- 2. Front of House, sound and Lighting board operators in General Sessions.
- 3. When an A-2 audio technician installs and/or operates equipment that has a combined total of twelve (12) or more wireless frequencies (such as, but not

limited to, wireless microphones, wireless intercom, in-ear monitors, IFB monitors) they shall be designated as head of department for the duration of the entire call.

- 4. Any employee specifically requested by name, i.e. listed on the call as "must be", by the employer shall be compensated as a head of department.
- 5. Local 16 agrees that, when requested, technicians referred to employment as a Head Electrician (not as a board operator only) shall be certified through the Entertainment Technician Certification Program (ETCP). In the event that a facility or an employer requires that an ETCP certified technician be employed in specific positions, that technician shall receive a \$2.00 per hour increase in their hourly wage
- 6. A projectionist shall be paid as a Head of Department when:
 - a. projectionist is used to converge projectors on one screen, or use LED wall and/or plasma wall systems;
 - b. there is a blended screen used with additional displays;
 - c. there are two (2) to eight (8) active projectors. There shall be additional Head for each succeeding eight (8) active projectors.
- 7. Whenever a power generator (with a rated output of over 100 amps and three phase capability) is used to power any element of an event staffed by local 16 technicians, there shall be a local 16 technician assigned as head of department to serve as generator operator.

The foregoing conditions are intended to provide the appropriate skill level to properly perform the duties necessary for each position. Discussions may be held between Local 16 and the Employer regarding the scope of a particular job. These discussions will be addressed on a case by case basis.

C. MULTI-SOURCE TECHNOLOGY

Multi-source technology is defined as equipment that includes but is not limited to video or data projectors, analog and digital audio equipment, multi-media computer interfacing, display processing equipment, teleconferencing, streaming media technologies, current and emerging multi-source delivery systems.

D. MULTI-SOURCE TECHNICIAN

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Whenever a technician is called to set-up and operate the following multi-media equipment for the purposes of a presentation or lecture in a breakout room or demonstration on the trade show floor they shall be paid as a multi-source technician.

- 1. A sound system used for voice, computer and/or video tape equipment requiring active cueing or mixing.
- 2. A video or computer projection device used in conjunction with multiple sources such as computers, video tape or video equipment such as cameras, scan converters and line doublers.
- 3. Computer interfacing and source routing equipment used to control signals sent to projection devices requiring monitoring or switching.

E. COMPUTER SOFTWARE TECHNICIAN (C2)

A Computer Software Technician (C2) shall be required to load or install software onto the operating system of a computer.

F. GENERAL COMPUTER TECHNICIAN (C3)

A General Computer Technician's duties shall be limited to the unpacking, setup and simple operation of basic computer equipment.

G. GENERAL AUDIO VISUAL

A General A/V Technicians duties shall be limited to the unpacking, setup and simple operation of all A/V equipment.

H. STEWARD

Any job that employs fifteen (15) or more technicians shall be staffed by a supervising steward paid as a Head of Department who will be appointed by the President of Local 16 and paid for by the Employer. The steward shall remain on the job for its duration.

The responsibilities of the supervising steward will include the following:

- (a) The oversight and maintenance of all contract provisions.
- (b) The collection of required start papers from each Local 16 referral.
- (c) The keeping of hours worked by each Local 16 referral. The steward will make every effort to submit accurate sign in sheets if requested to the Employer along with the Steward Report for verification of hours worked. Sign in sheets must be kept by the steward for a minimum of six (6) months.
- (d) The submission of daily reports to the Employer for the purpose of verification of hours worked.
- (e) The submission of steward reports to the Local 16 offices and the Employer and/or payroll agency for the purposes of benefits submissions.

It is ultimately the legal responsibility of the Employer for the correct payment by the Employer to each referral as stated in California Labor Code Section 226. The Employer is expected to review the daily steward reports, check them for accuracy and sign off on the hours related therein.

BASE RATE

Base rate of pay will equal the straight time hourly rate as determined by the applicable work category as outlined in Section IX, Rate Schedule, of this CBA.

III. CONDITIONS

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A. WORK WEEK

The first day any given employee begins work shall be the first day of said employee's work week.

B. HOURLY WAGE CALCULATIONS

All time worked shall be computed in one (1) hour increments. A work call may begin on the half hour or the hour but it must end on the corresponding half hour or hour

C. MINIMUM CALLS (THESE CONDITIONS ALWAYS APPLY)

1. The minimum call for all Heads of Department shall be eight (8) consecutive hours, exclusive of a maximum two (2) hour meal period.

- 2. The minimum call for all other employees shall be five (5) consecutive hours, exclusive of a maximum two (2) hour meal period.
- 3. The minimum call on show days for General Sessions/Entertainment, all show technicians shall be eight (8) consecutive hours, exclusive of a maximum two (2) hour meal period.

D. STRAIGHT TIME (THESE CONDITIONS ALWAYS APPLY)

- 1. The straight time hourly rate is determined by the applicable work category as outlined in Section IX, Rate Schedule, of this CBA.
- 2. The straight time hourly rate shall prevail between 7:00 a.m. and 12:00 midnight except where provided otherwise in the commercial, industrial and product demonstration show conditions.

E. NINE HOUR REST PERIOD

Should any employee be excused for the day and called back the next day, before a rest period of nine (9) hours has elapsed, said employee will be paid one (1) hour of the basic straight time rate for every hour worked in addition to the employee's prevailing rate.

F. TIME AND ONE- HALF RATE

- 1. These conditions <u>always</u> apply:
 - a. After eight (8) hours of work in any day, time and one-half (1-1/2 times the base rate) shall prevail.
 - b. The first eight (8) hours worked per day will count towards the forty (40) hours in a work week. Unless subject to another applicable section of this agreement, time and one half (1-1/2 times the base rate) shall prevail for all additional hours worked in a work week.
 - c. For all work performed on the sixth (6th) day of a work week between the hours of 7:00 a.m. and 12:00 midnight, time and one half (1-1/2 times the base rate) shall prevail.
 - e. The Employer will not replace, or substitute for, employees to avoid payment of overtime.
 - f. Local 16 will schedule split shifts when requested by the Employer when setup starts after 12:00 midnight for separate installation crew and operating crew. All employees on the installation crew shall have an eight (8) hour minimum.
- 2. These conditions <u>only</u> apply to breakout rooms, theme parties without entertainment and events without entertainment:
 - a. Between the hours of 12:00 midnight and 7:00 a.m. time and one-half (1-1/2 times the base rate) shall prevail.
 - b. In the case of any call made prior to 5:00 a.m., time and one-half (1-1/2 times the base rate) shall prevail until the employee has had at least a nine (9) hour rest period.

G. DOUBLE TIME RATE

- 1. These conditions <u>always</u> apply.
 - a. Double time shall be paid after twelve (12) hours of work in any one day, regardless of the cumulative hour total.
- 2. These conditions <u>only</u> apply to general sessions, plenary sessions, key note addresses, theme parties and events with entertainment.

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- a. Between the hours of 12:00 midnight and 7:00 a.m., double time (2 times the base rate) shall prevail.
- b. In the case of any work performed between midnight and 6:00 a.m., double time (2 times the base rate) shall prevail until the employee has had at least a nine (9) hour rest period.
- 3. All work performed on the seventh (7th) consecutive day shall be paid at double time (2 times the base rate).

H. UN-WORKED HOURS

In the event that the hours specified in a minimum call exceed the worked hours, any un-worked hours shall be paid at the hourly rate at which each technician began the minimum work call. (For example, if a work call begins at 11:00 pm, and the work is completed at 1:00 am, the hours from 1:00 am to 4:00 am required to fulfill the minimum five (5) hour call shall be paid at the rate applicable for each technician when the call began at 11:00 pm).

I. VACATION PAY

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All employees shall receive not less than eight percent (8%) of all their gross wages for vacation pay

J. MEAL PERIODS

- 1. Each employee shall receive one (1) full hour for meal breaks or no time shall be deducted. Time between all meal breaks, or from the beginning of the shift shall be not less than three (3) hours nor more than five (5) hours.
- 2. Penalty for violation of either case shall be one (1) hour at the straight time rate, in addition to one (1) hour at the prevailing rate for every hour, or fraction thereof, until either a one (1) hour break is given or until a meal is provided as described below.
- 3. The Employer may also avoid a continuing meal penalty situation by meeting the following conditions:
 - **a.** A meal shall be provided, at the Employers expense, to each and every employee in meal violation.
 - b. Said meal shall be provided neither less than three (3) hours nor more than five (5) hours from the beginning of the employee's shift or end of employee's last meal break.
 - c. Each and every employee must be given one half (1/2) hour to eat the provided meal from the time that the employee receives the meal and no time shall be deducted.
 - **d.** The five (5) hour work clock resets at the end of the half (1/2) hour meal period.
- 4. If the employees are broken for at least one (1) hour or up to two (2) hours, they shall receive a two (2) hour minimum call when they return to work.
- 5. If the employees are broken for more than two (2) hours, they shall receive a four (4) hour minimum call when they return to work.

K. HIGHER SCALE

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- 1. In the event that under the terms of this CBA two (2) or more rates of pay are applicable for the same work done within the same period of time, the highest of all applicable rates shall prevail.
- 2. When multiple Employers are working the same event in the same room then the same contract provisions shall apply to all work performed regardless of Employer.

HOLIDAYS

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- 1. The following shall be designated holidays for all employees: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day (November 11), Thanksgiving Day, the day after Thanksgiving and Christmas Day.
- 2. Should any employee at any time work on a designated holiday, said employee shall be paid one half (1/2) of the basic straight time rate for every hour worked in addition to the employees prevailing rate.

M. RATES AND CONDITIONS

- 1. At no time may the Employer reduce any of the rates or change any of the conditions contained herein.
- 2. At no time may any of the rates or conditions contained herein be waived by any consensus of employees.
- 3. At no time will the Union ask for any services from the Employer "gratis".

N. CANCELLATION OF CALLS

- 1. When a call is cancelled by the employer after 5 P.M. for a call that night or the next day, the affected technician(s) shall receive the minimum remuneration for the position cancelled.
- 2. Should a "call back", given at the conclusion of a shift to an employee for work to be performed on a future date (more than 72 hours in the future) on the same job, be cancelled with less than 24 hours' notice, the affected technician(s) shall receive the minimum remuneration for the position cancelled

IV. FRINGE BENEFITS, WORK FEES AND PAYROLL

A. HEALTH AND WELFARE

- 1. The Employer agrees to make contributions to the Local 16 Health and Welfare Trust Fund in the amount of fifteen percent (15%) of all gross wages (including vacation pay) of each employee working under this CBA.
- 2. Said monies are to be made payable, by separate check with each payroll, to the Local 16 Health and Welfare Trust Fund (IRS # 94-6138741).

B. PENSION

- 1. The Employer agrees to make contributions to the Local 16 Pension Trust Fund in the amount of fourteen percent (14%) of all gross wages (including vacation pay) of each employee working under this CBA. The contribution rate of 14% of gross wages in the Rehabilitation Plan adopted by the Board of Trustees on September 22, 2010, is a combination of the previous contribution rate of 7% of gross wages that will continue to be applied towards benefit accruals for the Participants and an additional 7% in the form of a required enhancement that is not applied towards benefit accruals.
- 2. Said monies are to be made payable, by separate check with each payroll, to the Local 16 Pension Trust Fund (IRS # 94-6296420).

C. CHECK-OFF WORK FEES

1. The Employer agrees that upon receiving a signed voluntary check-off authorization from the employee(s), the Employer will withhold three and one half percent (3.5%) of all gross wages (including vacation pay) for each employee working under this CBA.

2. Said monies are to be made payable, by separate check with each payroll, to Local 16, I.A.T.S.E.

D. TRAINING AND CERTIFICATION PROGRAM EMPLOYER CONTRIBUTION

- 1. The Employer agrees to make contributions to the Local 16 Training Trust Fund in the amount of two percent (2%) of all gross wages (including vacation pay) of each employee working under this CBA.
- 2. Said monies are to be made payable, by separate check with each payroll, to the Local 16 Training Trust Fund (EIN#61-6335362).

E. SICK LEAVE

Pursuant to Section 12W.9 of the San Francisco Administrative Code, the Union, on behalf of Employees covered hereunder, expressly agrees herein to waive the sick leave obligations set forth in said Section 12W.

F. REPORTING OF FRINGE BENEFITS AND WORK FEES

Once each month, the Employer must provide a complete and accurate payroll report that must include the following:

- 1. Job name and venue.
- 2. Local 16 job number.
- 3. Job start date and end date.
- 4. Completed copies of all steward's payroll reports for all wages being paid.
- 5. Listed in separate columns across the same line of the report:
 - a. Employee's social security number.
 - **b.** Employee's name.
 - c. Employee's job classification.
 - d. Total gross wage.
 - e. Health and Welfare Fund amount.
 - f. Pension Fund amount.
 - g. Work fee amount.
 - h. Training Trust Fund amount.
- 6. Four (4) separate checks shall be submitted to Local 16 with each payroll as follows:
 - a. One check equaling fifteen percent (15%) of the gross wages (including vacation pay) payable to the I.A.T.S.E. Local 16 Health and Welfare Trust Fund (IRS # 94-6138741).
 - **b.** One check equaling fourteen percent (14%) of the gross wages (including vacation pay) payable to the I.A.T.S.E. Pension Trust Fund (IRS # 94-6296420).
 - c. One check equaling three and one half percent (3.5%) of the gross wages (including vacation pay) made payable to Local 16 I.A.T.S.E.
 - d. One check equaling two percent (2%) of the gross wages (including vacation pay) made payable to Local 16 Training Trust Fund. (EIN # 61-6335362).

G. PAYROLL

- The Employer and the Union confirm that workers supplied by the Union to perform work under the jurisdiction of the Union who are hired on a projectby-project or assignment-by-assignment basis for less than a full-time regular basis (i.e. a forty hour work week) shall be deemed "on-call workers".
- 2. Workers shall be issued their payroll checks in accordance with the Employer's regular pay period. The Employer and Union understand that

these regular pay periods shall be no longer than sixteen (16) days in length and that payroll checks shall be issued within seven (7) days of the conclusion of each period.

- 3. The Employer shall provide the Union with a written schedule of Employer's regular pay periods for each year of this collective bargaining agreement, corresponding to the dates set in Section X. LENGTH OF AGREEMENT. Any changes to this schedule must be agreed upon between the Business Manager/ Secretary and the employer in writing 30 days prior to said changes taking effect.
- 4. Upon the completion of a project or assignment, such "on-call workers" shall not be deemed to have been "discharged" within the meaning of California Labor Code Sections 201, 201.5 or 203. Instead, such "on-call workers" shall remain eligible to continue employment with the Employer.
- 5. Payroll checks shall be distributed using one of the following options:
 - a. Payroll checks may be mailed directly to each individual technician.
 - Payroll checks may be mailed to Local 16 for distribution to the individual technicians ONLY if they are in a postage paid envelope and accompanied by a payroll report

V. SAFETY

A. OSHA REGULATIONS

1. The Employer and his subcontractors shall comply with all Federal-OSHA and Cal-OSHA Safety and Health regulations at the Employer's expense.

B. WORKERS COMPENSATION INSURANCE

 The Employer shall present a Certificate of Coverage showing that a current Workers Compensation Insurance policy is in effect from the moment employees are called to work at any venue until such time as they are released from work.

C. RIGGING AND SAFETY

 A minimum of three (3) Local 16 technicians (refer to Section II. A.) are required when fall protection gear is in use. While working from a beam (without scaffolding and/or catwalks) which is in excess of twenty five (25) feet above the floor, \$5.00 per hour premium rate for the day shall apply in addition to the prevailing scale. This will also apply to any person required to walk a truss, use a boatswain's chair and/or hanging from a line or lines, cables, etc., in excess of twenty-five (25) feet above the floor. This shall not apply to a person located inside a boom lift, scissors lift or man lift.

Initial construction of scaffolding up to twenty five (25) feet in height and use of said scaffolding within fall prevention or protection systems (i.e. handrails and attached ladders as approved or exempted by O.S.H.A. Standard 1926.451 (g) (2) 1926.451(e) (9)) shall remain exempt from this premium.

D. SAFETY EQUIPMENT

- 1. The Employer shall be responsible for providing all safety equipment, including, but not limited to, harnesses, ladders of the proper height for the work being attempted, scaffold, railings, goggles, and ear protection.
- 2. Technicians shall not perform any unsafe practices due to the absence of the proper tools or safety equipment.
- 3. All employers shall adhere to ANSI Standard 359.2007.0, 1, 2, 3, 4. -.

VI. COMMERCIAL, INDUSTRIAL AND PRODUCT DEMONSTRATION SHOWS

When it is determined that a particular show or event will be governed by the conditions of the commercial, industrial and product demonstration show contract, as dictated by the International Alliance, the following conditions shall be in effect and will supersede all other conditions in this CBA. Any conditions of this CBA specifically not superseded by one or more of the following conditions of the commercial, industrial and product demonstration show contract are still in full force and effect.

A. MINIMUM CALLS

The minimum daily work call shall be no less than eight (8) consecutive hours.

B. VACATION PAY

All employees shall receive not less than eight percent (8%) of their gross wages for vacation pay.

C. MAXIMUM OVERTIME RATE

No rate shall exceed two (2) times the base rate except where meal violations occur, or where government regulations are different (i.e., Canada).

D. BASE RATE

"Base Rate" = straight time rate.

E. WORK WEEK

The work week will consist of Monday through Saturday until 5:00 p.m.

F. OVERTIME

- 1. Any work performed after eight (8) hours in a day or forty (40) straight time hours worked will be paid at the rate of one and one-half (1-1/2) times the base rate and overtime as required by California State Law.
- 2. Work performed after 5:00 p.m. on Saturday will be paid at one and one-half (1-1/2) times the base rate.
- 3. Sunday Clause: Work performed between the hours of 8:00 a.m. and 5:00 p.m. will be paid at the rate of one and one-half (1-1/2) times the base rate. All work performed before 8:00 a.m. or after 5:00 p.m. will be paid at two (2) times the base rate.

G. DOUBLE TIME

- 1. All work beginning or performed between the hours of 12:00 midnight to 8:00 a.m. will be paid at two (2) times the base rate.
- 2. Work beginning prior to 6:00 a.m. will be paid at the rate of two (2) times the base rate, and will remain at two (2) times the base rate until a eight (8) hour break is called.
- 3. Calls starting between 6:00 a.m. and 8:00 a.m. = double base rate; balance of eight (8) hours = base rate.
- 4. If workers are laid off and called back the next day before a rest period of eight (8) hours has elapsed, two (2) times the base rate will be paid until a rest period of eight (8) hours is called.
- H. MEAL PERIODS
 - 1. Each employee shall receive one (1) full hour for meals or no time shall be deducted.
 - 2. Time between meals shall be no less than three (3) hours nor more than five (5) hours.

- 3. Penalty for said violation in either case shall be one (1) hour at the straight time rate in addition to one (1) hour at the prevailing rate.
- 4. If the employees are broken for one (1) hour, they shall receive a three (3) hour minimum call when they return to work.

I. LOAD OUTS

Load outs shall be no less than eight (8) hours. All un-worked hours to fulfill minimum call requirements shall be paid at straight time, Sunday or holiday rates.

J. SHOW CALLS

Show call defined: the term "show call" shall be construed as a period of three (3) consecutive hours, or less, used by the Employer for speeches, presentations of products or entertainment. If the performance runs more than three (3) hours, the applicable hourly rate shall be paid for each additional hour or fraction thereof.

K. COMPUTATION OF TIME

- 1. Fractions of an hour shall constitute one (1) hour.
- 2. When working on the hourly rate, a call may begin on the half hour or the hour and must end on the corresponding half hour or hour.

. HOLIDAYS

- 1. The following shall be designated holidays for all employees: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day (November 11), Thanksgiving Day and Christmas Day.
- 2. Employees required to work on a designated holiday shall be paid no less than double time of the base rate for a minimum of eight (8) hours.

VII. GRIEVANCE AND ARBITRATION

A. GRIEVANCE

In the event of any dispute or controversy between Local 16 and any of the persons subject to this agreement and the Employer related to the application or interpretation of any part of the terms and conditions of this agreement, a grievance can be filed by the employee, Local 16, or the Employer. Only Local 16 or the Employer: however, may process a grievance through this procedure. The procedure, unless otherwise specifically provided for herein, shall be as follows:

STEP 1:

A party, that is either Local 16 or the Employer, shall mail or deliver to the other party a written notice of the claim or grievance within five (5) working days (work days equal Monday through Friday) of the event(s) giving rise to the grievance. The written notice shall contain the specific contract sections which are alleged to have been violated, the date(s) or approximate date(s) of the alleged violation(s), the facts on which the grievance is based, the name(s) of the individual(s) aggrieved and the remedy sought. The party receiving the grievance shall, within ten (10) working days after the grievance is received, respond in writing to the aggrieved party, setting forth the reasons, if any, for the action(s) taken by it, which action(s) gave rise to the grievance. The representative of Local 16 and the designated representative of the Employer shall immediately discuss the matter within two (2) work days of the written response and the grievance shall be final and binding upon the parties and any employee(s) concerned. If the party receiving the grievance fails to serve the written response required by STEP 1, then the other party may elect to proceed directly to arbitration or

to STEP 2 by serving a written demand upon the other party within five (5) working days after the written response is due.

STEP 2:

If the parties fail to meet and/or confer, or the grievance is not settled, then the aggrieved party may proceed to STEP 2, by delivering or mailing, within five (5) working days as set forth above, a written demand, which shall include a statement of the particulars of the claim, upon the other party. If neither requests a STEP 2 conciliation meeting, then the aggrieved party may proceed directly to STEP 3, arbitration, by serving a written demand upon the other party within the time period set forth above. Failure of the aggrieved party to serve such demand for STEP 2 conciliation meeting or arbitration on a timely basis shall constitute a waiver of the grievance, unless both parties mutually stipulate otherwise in STEP 1.

If a demand for STEP 2 is served, the grievance shall be brought before a committee consisting of two (2) persons, each designated by Local 16 and the Employer. They shall be known as the Joint Conference Committee. The Joint Conference Committee shall meet no later than ten (10) work days following the receipt of such demand. The parties to such grievance shall be present and shall be responsible for the presentation of their own position at the designated time and place of the Joint Conference Committee. If the aggrieved party fails to appear, the grievance shall be considered to be waived. If the responding party fails to appear, the aggrieved party shall be entitled to proceed with the presentation of its position. The Joint Conference Committee, upon presentation of the evidence showing a contract violation, has the authority to settle the grievance and determine the matter if the majority of the persons designated render such a determination.

B. ARBITRATION:

Local 16 or the Employer, after properly utilizing all steps of the grievance procedure, and desiring to submit a matter to arbitration, shall notify the other in writing within ten (10) working days of the conclusion of STEP 1 or within ten (10) working days following the STEP 2 meeting or the cancellation of the STEP 2 meeting. The party desiring arbitration must, within five (5) working days of such notice, request the State Mediation and Conciliation Service of the Federal Mediation and Conciliation Service to submit a panel of five (5) or seven (7) Arbitrators. If the parties cannot agree to an Arbitrator within five (5) working days after receipt of such a list, each party shall have a right to alternatively strike an Arbitrator shall be selected as the Arbitrator in the proceedings.

The arbitration hearings shall be held at such a time and place as the Arbitrator shall determine. The decision of the Arbitrator shall be rendered in writing, relating his or her reasons for the award after the submission of the grievance for decision. The Arbitrators decision shall be final and binding upon the parties. The Arbitrator shall not have the power to amend, modify or effect a change in the provisions of this Agreement. Fees and expenses of the Arbitrator and the cost of the Court Reporter (if required by the Arbitrator) and the original transcript, where jointly requested, shall be borne equally by both parties to the dispute. If only one party requests a transcript, that party shall pay for it. All other costs shall be borne by the party incurring the cost. No individual employee shall have the right to initiate the arbitration process.

C. ALTERNATIVE DISPUTE RESOLUTION PROCESS

At any time in this dispute/grievance process, with mutual agreement, the parties may request to submit the matter to mediation. With the concurrence of both parties, the Federal Mediation and Conciliation Service shall be contacted to request the services of a mediator. Time lines may be mutually waived for the mediation to proceed. If the parties fail to reach a mutually satisfactory resolution, the moving party may proceed through the grievance procedure. Request to have the matter heard by an Arbitrator shall be submitted in writing within ten (10 calendar days of the final date of mediation.)

VIII. BROADCAST, WEBCAST AND SIMULCAST RATES - SEE EXHIBIT B

³¹¹ 980

IX. RATE SCHEDULE

Minimum hourly rates of compensation for work performed as described.

· .		7/1/2011 to 12/31/2011	1/1/2012 to 6/30/2012	7/1/2012 to 12/31/2012	1/1/2013 to 6/30/2013	7/1/2013 to 12/31/2013
General AV and C3 computer technicians for breakout rooms, Extra help for events or theme parties without entertainment (not		8% Vacation	8% Vacation	8% Vacation	8% Vacation	8% Vacation
including traditional stage crafts).	Base Rate Over Time Double Time	33.27 49.91 66.54	33.27 49.91 66.54	33.94 50.91 67.88	33.94 50.91 67.88	34.28 51.42 68.55
Aulti-source and C2 computer technicians or breakout rooms and events or theme parties without entertainment.		8% Vacation	8% Vacation	8% Vacation	8% Vacation	8% Vacation
	Base Rate Over Time Double Time	39.43 59.15 78.87	39.43 59.15 78.87	40.22 60.33 80.44	40.22 60.33 80.44	40.62 60.94 81.25
Traditional Stage Crafts: Carpenters/Electrics/Props/A2) Extra help or general sessions, plenary sessions, key note addresses, theme parties with entertainment. Extra help for commercial,	· · · ·	8% Vacation	8% Vacation	8% Vacation	8% Vacation	8% Vacation
ndustrial and product demonstration show nd events with entertainment. Camera set p and tear down, including Video utilities.	Base Rate Over Time Double Time	42.42 63.62 84.83	42.42 63.62 84.83	43.26 64.90 86.53	43.26 64.90 86.53	43.70 65.54 87.39
epartment Heads		8% Vacation	8% Vacation	8% Vacation	8% Vacation	8% Vacation
	Base Rate Over Time Double Time	47.36 71.04 94.72	47.36 71.04 94.72	48.31 72.46 96.61	48.31 72.46 96.61	48.79 73.18 97.58
TCP Certified Rigger and Electrician Head of Dept Rate plus \$2.00)		8% Vacation	8% Vacation	8% Vacation	8% Vacation	8% Vacation
	Base Rate	49.36	49.36	50.31 [.]	50.31	50.79

Show Call Rates - Commercial, Industrial and Product Demonstration Shows . **B.**

		7/1/2011 to 12/31/2011	1/1/2012 to 6/30/2012	7/1/2012 to 12/31/2012	1/1/2013 to 6/30/2013	7/1/2013 to 12/31/2013
Extra help for general sessions, plenary sessions, key note addresses, theme parties with entertainment and events with entertainment, three (3) hour maximum under commercial, industrial conditions else, four (4) hour maximum.	Show Call	8% Vacation 182.22	8% Vacation 182.22	8% Vacation 185.86	8% Vacation	8% Vacation 187.72
Spot light operators, camera operators per show call, three (3) hour maximum under commercial, industrial conditions else, four (4) hour maximum.	Show Call	8% Vacation 197.41	8% Vacation 197.41	8% Vacation 201.36	8% Vacation 201.36	8% Vacation 203.37
Department Heads	Show Call	8% Vacation 217.16	8% Vacation 217.16	8% Vacation 221.50	8% Vacation 221.50	8% Vacation 223.72

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X. LENGTH OF AGREEMENT

This agreement shall be in full force and effect from <u>July 1, 2013</u> through the end of this project date (which shall be no later than <u>December 31, 2013</u>).

XI. SIGNATURES

FOR THE EMPLOYER:

FOR THE UNION:

Authorized Agent City Of San Francisco Steve Lutge Date Business Agent/Secretary Local 16, I.A.T.S.E.

nt

Date

Date

Authorized Agent City Of San Francisco James Beaumonte Date President Local 16, I.A.T.S.E.

/iatse-b-18 2013JULTODECPROJECTJUN192013

EXHIBIT A JURISDICTION

RIGGING Including but not limited to: The rigging of all overhead truss and motor installation (and operation) on the exhibit floor, in general sessions, in breakouts and at any locations in any facility or location where this type of apparatus may be incorporated.

SOUND Including but not limited to: operation of all elements of sound for reinforcement and distribution; including broadcast radio and television, webcast or podcast, simultaneous language translation and recording. The setting, operating and striking of any associated equipment provided for such tasks. This shall include breakout meetings, general sessions or exhibits as well as any location where a sound reinforcement system is used.

PROJECTION Including but not limited to: All projection units of any brand from 35 millmeter to video projection with single or multiple source settings that need to be adjusted, cabled, routed, switched through or into video/LED walls, retro boxes, or screens, either through I-MAG front or rear projection, such as Barco, Sony, Sanyo, Christie, Digital Projection, Eiki, JVC and any other brands that may be incorporated through computers or any switching device.

THEATRICAL LIGHTING Including but not limited to: All lighting, (including all lighting on the exhibit floor, breakout rooms, general sessions, area work lighting, and/or mood 'up and down' lighting) that is incorporated through the use of dimmer packs or is console controlled via robotic moving light units, such as, Varilite, Martin, etc. Setting, operating and strike of said equipment, either truss supported or ground supported.

VIDEO Including but not limited to: All ENG, EFP, archive, or facility operated show cameras, either statics or hand-held for exhibit, breakout, general session, exhibits and pickup shots for products and convention services. Full service switching and editing are available, but should be referred to Local 16 for consultation of current needs.

COMPUTERS Including but not limited to: All exhibit floor, speaker ready/rehearsal rooms, breakout rooms, general sessions (computer registration, kiosk, Internet / Networking access stations), Video/Media Servers, Audio Servers, Video Conferencing Systems, Disk Recorders, Digital Effects Systems, Digital Transmission devices, CBT (Computer Based Training), CLS (Learning Systems), DCLS, Digital NLE and Graphic Systems, Computer Labs, Audience Response Systems, Teleprompting. The setting, operating and strike of said equipment.

DRAPING Including but not limited to: All draping within the general session rooms, theatrical presentation and breakout rooms, masking of screens, support towers and platforms, masking drape, and carpet on all stages.

CARPENTRY Including but not limited to: All work pertaining to that performed by traditional stage carpenters. The moving, unpacking, assembly, erection, repair, use and removal, and packing of stages, stage sets, band gear, backdrops, décor, furniture, and any theatrical or scenic elements.

SPECIAL EFFECTS Including but not limited to: Handling of all special effects components including, but not limited to pyrotechnics of all kinds, atmospheric treatments, laser lights and the use of any device or procedure that produces a "special effect".

PROPERTIES Including but not limited to: Handling of all elements intended for use by actors or speakers or others in front of an audience or as part of a presentation or production.

GROUND COVER Including but not limited to: Ground cover for theater, arena and/or stadium events, including terraplast, plywood, tarps or any other cover that may exist or may be developed in the future.

POWER DISTRIBUTION Including but not limited to: Power distribution required in connection with the installation, operation, or maintenance of temporary or portable electrical equipment as performed by technicians in the theatrical, motion picture production, hotel, exhibition, and trade show industries. Cabling for any and all transformers as well as any and all devices covered within all other categories of this exhibit and section I. GENERAL PROVISIONS Section C. SCOPE AND JURISDICTION. Power distribution for arena, stadium, and outdoor events. All installation, cabling, and operation of mobile power generators.

EXHIBIT B BROADCAST, WEBCAST AND SIMULCAST RATES

For the taking of motion picture, television (direct, videotape or film), radio broadcast, podcast, webcast, streaming audio webcast, live or delayed, with or without the use of visual images any employee who performs duties as part of the working crew necessary for such a production shall be governed under the jurisdiction of Local 16.

It is understood that Local 16 has full jurisdiction over the filming or videotaping of motion pictures within the geographical area granted it under its I.A.T.S.E. Charter (San Francisco County, Marin County, Lake County, Mendocino County, Sonoma County, Napa County and San Mateo County) and the Employer agrees to be governed under the prevailing scales and conditions concerning studio and location work if and when the Employer, or any of its subsidiaries and/or affiliates, are filmed, televised or webcast (visual and/or audio).

It is understood that the Employer may present a television, video or webcast project proposal to Local 16 which represents a television, video recording, or webcast activity. It is agreed that the Employer and Local 16 will consider each television, video or webcast proposal on a case-by-case basis. Such consideration may result in mutually agreed special wages and/or conditions for each such television, video or webcast project proposal.

Any broadcast, recording, web cast media forward or capture shall be subject to the broadcast fee as defined herein.

Payment for any of the recording classifications outlined above, not covered by the conditions and rates, shall consist of an additional two hundred ninety two and sixty nine (\$292.69) dollars for each technician working the show plus benefits.

Upon payment for any of the classifications outlined above, the following rights are included:

- 1. Taping of performances (or live telecasts) for release on television.
- 2. Stereo simulcast(s).
- 3. Documentary filming, if any, of the preparation of the production to include cinema rights, simulcast rights and use of any documentary portions in the telecast release and audio-visual material.

The following classifications are exempt from the provisions of this Exhibit "B". However, should any of these taped properties be subsequently used for commercial broadcast or webcast, then the conditions outlined above are applicable retroactively, and it is the Employer's obligation to inform the Union of such an occurrence.

- 1. Camera Blocking (preparation) videotapes for preparation purposes which may be made during performances or rehearsals prior to the projected taping duties.
- 2. Preparation videotapes may be used in the telecast release, in noncommercial educational segments and in any documentary footage or promotion material.
- 3. Segments from performance or rehearsal tapes may be used for television promotion segments not more than three (3) minutes in duration.
- 4. Segments of the telecast to be utilized in audio visual presentation for public school educational material provided on a non-commercial basis.
- 5. Taping subsequently used for non-commercial, public access television.
- 6. Taping for archival purposes.

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TO: ALL SIGNATORY EMPLOYERS CONTRIBUTING TO THE IATSE LOCAL 16 TRAINING TRUST FUND

FROM: BOARD OF TRUSTEES IATSE LOCAL 16 TRAINING TRUST FUND

RE: NOTICE TO ALL PARTICIPANTS

Training Trust Plans that provide exclusively apprenticeship training benefits, other training benefits or a combination of apprenticeship and other training benefits are exempt from all reporting and disclosure requirements of ERISA if they file a brief notice with the Department of Labor as prescribed under final regulations. Under these final regulations, the notice must be made available to employees of employers who may be eligible to enroll in any course or program of study offered under the Training Trust Plan.

The Training Trust Plan meets the notification requirements of the Department of Labor if each employer makes the required information available to employees by mail or personal delivery or by posting the notice in a conspicuous location at all job sites.

Enclosed is the notice which contains the following required information:

1. The name of the Training Trust Plan

2. The Employer Identification Number of the Training Trust Plan sponsor

3. The name of the Training Trust Plan Administrator; and

4. The name and location of an office or person from whom an interested individual can obtain a description of the procedure by which to enroll in any course or program of study offered under the Training Trust Plan

³¹⁷ 986

Please make the notice available to all your employees by mail or personal delivery or by posting the notice in a conspicuous location at all job sites.

Steve Lutge, Trustee IATSE Local 16 Training Trust Fund

Enclosure

CC:

Steve Lutge, Trustee

Edward L. Raymond, Director of Training

William A. Sokol, Legal Counsel

Apprenticeship & Training Plan Exemption Office of Reports & Disclosures Pension & Welfare Benefit Programs US Department of Labor

NOTICE TO ALL PARTICIPANTS IATSE LOCAL 16 TRAINING TRUST FUND

This is to inform you that the IATSE Local 16 Training Trust Fund, Identification Number 61-6335362 provides training and re-training for those entering the industry and those already in the industry.

For information about enrolling in the courses or a description of what courses are or will be available, please contact:

Edward L. Raymond, Director of Training IATSE Local 16 240 Second Street, First Floor San Francisco, CA 94105

The Training Trust Plan is administered by the Board of Trustees of the IATSE Local 16 Training Trust Fund.

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Board of Trustees IATSE Local 16 Training Trust Fund

Attachment 9

Prevailing Wage Determination

Standard Agreement between Northern California employers and the Northern California Regional Council of Carpenters and the Carpenters 46 Northern California Counties Conference Board (Furniture Movers and Related Classifications)

2013-2015

CARPENTERS TRUCK DRIVER AND MOVER AGREEMENT

For the 46 Northern California Counties

This AGREEMENT ("Agreement") made and entered into this 20 day of A - 9 - 5 - , 2013, by and between SERVICE USF ("Employer"), the NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL and the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD, for and on behalf of its affiliated Local Unions having jurisdiction in the 46 Northern California Counties ("Union").

It is hereby agreed that the wages, fringes and working conditions set forth in the current 46 Northern California Counties Carpenters Master Agreement for Northern California ("Master Agreement"), or any amendments, modification, additions, extensions, or renewals thereof, will be applicable to all covered work performed by the Employer unless specifically amended herein.

SECTION 1 RECOGNITION

1.01.00 Union Recognition

The Employer and each individual employer hereby recognizes the Carpenters 46 Northern California Counties Conference Board and its affiliates as the sole and exclusive bargaining agent for employees hired to perform work as outlined below.

1.02.00 Union Security

Every person performing work covered by this Agreement who is a member of the Union (1) and in the employment of an individual employer on work covered by this Agreement on the effective date of this Agreement shall, as a condition of employment or continued employment, remain a member in good standing of the Union or the appropriate Local Union of the Union. Every other person covered by this Agreement and employed to perform work covered by this Agreement shall be required, as a condition of employment, to apply for and become a member of and to maintain membership in good standing in the Union or the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person is performing work on the expiration of eight (8) days of employment, continuous or cumulative, on such work following the beginning of such employment or the effective date of this Agreement, whichever is later. Membership in any Local Union shall be available to any such person on the same terms and conditions generally applicable to other members. If Federal Law is hereafter amended to permit a lesser requirement for union membership or union membership as a condition of employment than provided in this Agreement, the Employer and the Union will promptly enter into negotiations with regard to such subject.

(2) The individual employer shall not be required to discharge any employee pursuant to this Section until a written notice from the appropriate Local Union of the Union of such employee's non-compliance with this Section, stating all pertinent facts showing such non-compliance, shall have been served upon such individual employer and two (2) working days shall have been allowed for compliance therewith.

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1.03.00 Union Representative

Union representatives shall be permitted at all times upon any place or location where any work covered by this Agreement is being, has been or will be performed.

The Union Representative shall check in with the designated management representative prior to visiting the work area.

Where there are visitation restrictions imposed at the jobsite by entities other than the individual employer, the individual employer will use his best efforts to provide access to the site by the union representative.

1.04.00 Employer Recognition

The Union hereby recognizes the Employer as the sole and exclusive bargaining representative for its respective members, present and future, who are or hereafter become members.

SECTION 2 SCOPE OF WORK

2.01.00 Covered Work

This Agreement shall cover the transportation and delivery of furniture and furniture components to the point of first drop at the jobsite and all warehouse work activities. This Agreement shall also cover all delivery and handling of non furniture items including, but not limited to, boxed supplies, boxed goods, and office supplies.

This Agreement shall also cover the moving of free standing furniture, fixtures and equipment in health care facilities. This Agreement shall not cover any work in health care facilities that is currently covered by the scope of work covered provisions of the Office Modular Systems Addendum to the 46 Northern California Counties Carpenters Master Agreement for Northern California or any work currently covered by the scope work covered provisions of the 46 Northern California Counties Carpenters Master Agreement for Northern California Counties Carpenters Master Agreement for Northern California.

This Agreement shall not cover the handling, installation, removal, relocation and maintenance of all new or used free standing manufactured modular office furniture systems ("Furniture Systems"). Specifically excluded from the scope of this Agreement are the handling, installation, removal, relocation and maintenance of all manufactured parts (which come unassembled or are disassembled), and components (desks, filling systems, etc.). Drivers doing work that requires a Class A license are not covered by this agreement. If the employer employs Class A drivers, not currently covered by a collective bargaining agreement, the Union and the Employer will sit down and negotiate wage and fringe benefits for Class A drivers within 30 days of the hiring of the Class A driver(s).

This Agreement shall not apply to the construction industry or any work covered by the scope of work covered by the 46 Northern California Counties Carpenters Master Agreement for Northern California.

SECTION 3 CLASSIFICATIONS AND WAGE RATES

3.01.00 Classifications

Five (5) classifications shall be covered by this agreement; Mover, Packer, Crater, Driver and Helper.

3.02.00 Wage Rates

£ . .

Area 1: The counties of San Francisco, San Mateo, Santa Clara, Alameda, Contra Costa, Solano, Napa, Sonoma and Marin.

Area 2: All other California counties within the geographic jurisdiction of the Northern California Carpenters Regional Council.

Effective September 1, 2013*

Classification	Area 1	Area 2
Mover, Packer, Crater	\$18.15	\$11.30
Driver	\$18.42	\$11.60
Helper	\$18.15	\$11.30

Effective September 1, 2014*

Classification	Area 1	Area 2
Mover, Packer, Crater	\$18.40	\$11.55
Driver	\$18.67	\$11.85
Helper	\$18.40	\$11.55

*Sets forth the minimum hourly wage rate for the above classifications. In the event that an employee is currently working at an hourly wage rate above the minimum hourly wage rate they shall receive the hourly increases on top of their current hourly wage rate.

No current employees will suffer a reduction in hourly wages or fringes as a result of this agreement.

SECTION 4 FRINGE BENEFITS

4.01.00 Health & Welfare Contributions

The modified Plan B of the Carpenters Health & Welfare Plan shall be the applicable Health & Welfare Plan. The Health & Welfare Plan B contributions effective September 1, 2013 shall be \$9.55 per hour per employee.

The Health & Welfare Plan B contributions effective September 1, 2014 shall be \$9.90 per hour per employee.

No current employees will suffer a loss or a break in Health and Welfare coverage as a result of this agreement.

4.02.00 Hour Cap on Health & Welfare Contributions

Contributions to the modified Plan B of the Carpenters Health & Welfare Plan shall be capped at 1800 hours. This covers the Agreement anniversary year for each employee working for a single employer during that year.

4.03.00 Fringe Benefits

The Employer agrees to contribute the following amounts for all hours worked or paid by employees covered by this agreement:

	Health & Welfare	Annuity	Vacation	Work Fee
Area 1			· · ·	
Mover, Packer, Crater	\$9.55	\$1.10	\$1.05	\$0.77
Driver	\$9.55	\$1.10	\$1.05	\$0.77
Helper	\$9.55	\$1.10	\$1.05	\$0.77
Area 2				
Mover, Packer, Crater	\$9.55	\$0.60	\$0.50	\$0.77
Driver	\$9.55	\$0.60	\$0.50	\$0.77
Helper	\$9.55	\$0.60	\$0.50	\$0.77

Effective September 1, 2013

Effective September 1. 2014

	Health & Welfare	Annuity	Vacation	Work Fee
Area 1				1
Mover, Packer, Crater	\$9.90	\$1.10	\$1.05	\$0.79
Driver	\$9.90	\$1.10	\$1.05	\$0.79
Helper	\$9.90	\$1.10	\$1.05	\$0.79
Area 2				· · · · · ·
Mover, Packer, Crater	\$9.90	\$0.60	\$0.50	\$0.79
Driver	\$9.90	\$0.60	\$0.50	\$0.79
Helper	\$9.90	\$0.60	\$0.50	\$0.79

SECTION 5 HOURS OF WORK, OVERTIME AND SHIFTS

5.01.00 Regular Work Day

The regular work day shall be eight (8) consecutive hours between the hours of 5:00am and 5:00pm. The regular workweek will be forty (40) hours, Monday through Friday or Tuesday through Saturday.

5.02.00 Overtime

Hours worked in excess of eight (8) hours on the first through the fifth workday and up to ten (10) hours on the sixth workday, shall be paid at the rate of one and one-half times (11/2x) the straight time hourly rate. All hours worked in excess of ten (10) hours on the sixth workday and all hours worked on the seventh workday and Holidays shall be paid at two times (2x) the straight time hourly rate.

5.03.00 Special Shift Work

When work covered by this Agreement is of such a nature that it is not appropriate or practical to perform during the regular work day(s), then such work shall be performed as a "Special Shift" at a suitable time as designated by the Employer. Employees performing work under this provision shall be paid at the Special Shift wage rate of 1.125x the straight time hourly wage rate.

5.04.00 MultipleShift Work

When more than one shift is required, the first shift shall work eight (8) hours for eight (8) hours pay. The second shift shall work seven (7) continuous hours and receive eight (8) hours of pay and the third shift shall work seven (7) continuous hours and receive eight (8) hours pay at the employee's current rate of pay. No employee shall be required to work more than one shift during a twenty-four (24) hour period at shift rates.

SECTION 6 HOLIDAYS

6.01.00 Holidays

No "designated off-days" are recognized under this Agreement. The following are the recognized holidays: New Year's Day, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve, and Christmas Day.

SECTION 7 RE-EMPLOYMENT

7.01.00 Re-employment

It shall be a contractual obligation of the employer signed to this Agreement to re-employ Movers, Packers, Craters, Helpers and Drivers who have been laid off, due to a lack of work prior to any new hires being employed.

SECTION 8 TRAVEL

8.01.00 Travel and Subsistence

Drivers and helpers shall be paid at the regular schedule while in actual service, and shall receive meal and lodging when out of town overnight with a value of not less than sixty-five dollars (\$65.00).

SECTION 9 SUBCONTRACTING

9.01.00 Subcontracting of Covered Work

An individual employer who opts to subcontract covered work shall notify the union of any such subcontractor. The individual employer acting as a subcontractor shall also be bound to this Agreement.

9.02.00 Assumption of Covered Work Job

In the event a contractor takes over the performance of a contract covered by the terms of this Agreement for another contractor, the successor contractor shall notify the Union by certified mail of its intent to undertake performance of the contract. Such notice shall be given prior to commencing work. Failure to give such notice shall subject to successor contractor to any liability for any delinquent fringe benefits of the predecessor contractor through the grievance procedure in addition to any other claims which may arise because of such failure.

SECTION 10 GRIEVANCE PROCEDURE

10.01.00 Grievance Procedure

Any grievance arising under this Agreement shall be processed in accordance with the procedures established in Section 51 – Grievance Procedure of the 46 Northern California Counties Carpenters Master Agreement for Northern California.

SECTION 11 SHOP STEWARD

11.01.00 Shop Steward

The Union maintains the right to appoint one (1) shop steward. The shop steward will make every reasonable effort to perform their duties in a manner that does not unduly disrupt the work day.

SECTION 12 SICK LEAVE

12.01.00 Sick Leave

The parties agree that to the fullest extent permitted, this Agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, effective February 5, 2007, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and/or amended during the life of this Agreement.

In addition, this waiver shall apply to any other city, county or other local ordinance requiring mandatory paid sick leave that may be adopted during the term of this Agreement.

SECTION 13 BREAKS AND REST PERIOD

13.01.00 Breaks and Rest Period

The parties agree that the provisions of Section 22 of the Carpenters Master Agreement regarding meal, break and rest periods will be incorporated as part of this Agreement.

SECTION 14 TERM

14.01.00 Term

This Agreement shall remain in full force and effect from the 1st day of September 2013 through the 31^{st} day of August 2015, and shall continue in full force and effect thereafter unless either party, not more than ninety (90) days nor less than sixty (60) days prior to the 31^{st} day of August 2015, or not more than (90) days nor less than sixty (60) days prior to the 31^{st} day of August of any subsequent year, serves written notice on the other of its desire to change, modify, amend, supplement, renew, effend or terminate this Agreement.

Mark Vignola-Name & Title Local Union Dorura

Company Name

Company Address

San Leandro. CA 94577

Company City, State & Zip Code

510-746-3700

Company Telephone Number

510-568-1536

Company Fax Number Mar K & Service West. Com Robert Alvarado, Executive Officer Northern California Carpenters

Authorized Union Representative

Regional Gouncil

William Feyling, Executive Director Carpenters 46 Northern California Counties Conference Board

Attachment 10

Prevailing Wage Determination

Agreement between the Recology Sunset & Recology Golden Gate And Sanitary Truck Drivers and Helpers Union Local 350, IBT

COLLECTIVE BARGAINING AGREEMENT

2012-2016

BETWEEN

RECOLOGY SUNSET & RECOLOGY GOLDEN GATE

AND

SANITARY TRUCK DRIVERS AND HELPERS UNION LOCAL 350, IBT

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made and entered into by and between SANITARY. TRUCK DRIVERS AND HELPERS UNION, LOCAL 350, an affiliate of International Brotherhood of Teamsters, hereinafter referred to as the "UNION," and RECOLOGY GOLDEN GATE DISPOSAL & RECYCLING COMPANY, RECOLOGY SUNSET SCAVENGER COMPANY, hereinafter referred to as the "EMPLOYERS."

WITNESSETH

It is the intent and purpose of the parties hereto that this Agreement promote and improve the industrial and economic status of the parties, provide orderly collective bargaining relations between the Employers and the Union, and secure a prompt and fair disposition of grievances so as to eliminate interruption of work and interference with the efficient operation of the Employers' business.

SECTION 1. RECOGNITION

The Employers recognize the Union as the sole collective bargaining representative for all employees of the Employers working in the classifications hereinafter set forth, except and excluding the directors, office clericals, guards, and supervisors as defined in the National Labor Relations Act.

The Employers shall not subcontract any bargaining unit work currently being performed by bargaining unit employees.

SECTION 2. NON-DISCRIMINATION

The Employers agree with respect to all hiring and employment decisions that there will be no discrimination or favoritism of any kind based on race, creed, color, sex, sexual orientation, religion, age or national origin or on the basis of physical or mental disability or medical condition as defined under the Americans With Disabilities Act and the California Fair Employment and Housing Act, or the FMLA, so long as the affected person is fully capable of performing all essential job duties.

SECTION 3. UNION SECURITY

(a) It shall be a condition of employment that all employees covered by this Agreement shall apply for Union membership on or after the thirtieth (30th) day following the beginning of their employment or the effective date of this Agreement, whichever is later, and as a condition of continued employment, shall maintain their membership in the Union in good standing. "Union membership" and "membership in good standing" shall mean for purposes of this provision the payment or tender of payment by the employee of the initiation fee and monthly dues uniformly applied by the Union pursuant to its Bylaws. In the event an employee shall not comply with his/her obligation under this provision, the Union shall so notify the individual, providing such information as is required by the National Labor Relations Act in such circumstances, and copy the Employers. Thereafter, if the employee fails to remove his/her

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delinquency within such period of time as the Union allows, but not less than ten (10) days, the Union shall so notify the Employers and the Employer shall terminate the employee forthwith.

(b) The Employers recognize the right of the Local Union to designate a job steward from the Employers' seniority lists. The authority of the job steward so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities: the steward, upon receipt of prior approval from the Employers, shall be allowed a reasonable time to investigate, present and process grievances on Company property without loss of time or pay during his regular working hours, and, where mutually agreed to by the Employers and the Union, off the property and at times other than during his regular working schedule without loss of time or pay. Time spent handling grievances during steward's regular working hours shall be considered working hours in computing daily or weekly earnings.

(c) The steward shall, whenever possible, investigate, present and process grievances after the completion of his daily duties. All employees, including the steward shall report to the proper Employer representative with any concerns regarding unsafe working conditions, including, but not limited to, hazardous material, defective equipment or dangerous access. No shop steward or employee may change a customer container, location of pickup, frequency of pickups, level of service without express authorization from Employer. All employees must report, promptly, any changes in service provided to customer. In the event the handling of grievances and the daily duties of the steward require more than a regular working day, the steward shall receive no extra compensation.

(d) This Agreement shall be binding upon all the parties hereto and their successors. In the event the operations of the Employers which are covered by this Agreement, or any part of said operations, are sold, transferred or assigned, the Employers shall require the purchaser, transferee or assignee to adopt and become a signatory to this Agreement for the duration of its term. At such time as the purchaser, transferee or assignee adopts and signs this Agreement, the Employers' obligations to the Union and to the employees shall cease and the Employers shall have no continuing liability hereunder.

(e) The Employers shall give notice in writing of the existence of this Agreement to any purchaser, transferee or assignee, with a copy to the Union, not later than the effective date of the sale, transfer or assignment.

SECTION 4. EMPLOYERS' RESPONSIBILITY

It is recognized that in addition to other functions and responsibilities, the Employers have and will retain the right and responsibility to direct the operations of the Employers and in this connection to determine the assignment of all work to employees; the scheduling of routes and the methods, processes, and means of operation, to select, hire, promote, demote, and transfer employees, including the right to make and apply rules and regulations for discipline, efficiency, and safety, providing, however, that exercise of such rights shall not conflict with the following provisions of this Agreement.

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SECTION 5. JOB CLASSIFICATION AND WAGE RATES

(a) All occupations to which employees within the respective bargaining units are or may be assigned are classified into categories listed below. It is understood that the determination and operation of the job classification is the function and responsibility of the Employers and placement of employees in any of the following classifications shall be subject to the requirements of the Employers. Job descriptions for each of the classifications which are covered by this Agreement and which are utilized by the Employers are set forth in Section 23 of this Agreement.

(b) Each employee will be assigned to a classification, the duties of which he/she is competent to perform and which generally reflects his normal work. The fact that a job classification is listed herein does not necessarily mean that it must be utilized by the Employers.

(c) Any employee assigned by his Employers to perform work for any other company shall, for the duration of such assignment, remain subject to the terms and conditions of this Agreement.

(d) Any dispute involving job classifications shall be settled in accordance with the procedures set forth in Section 16 hereof.

	1/1/12	7/1/13	1/1/14	1/1/15	1/1/15
		COLA	COLA	COLA	COLA
		3.0%-5.0%*	3.0%~5.0%*	3.0%-6.0%*	3.0%-6.0%*
Helper/Driver		COLA	COLA	COLA	COLA
•	39.01	40.18	41.39	42.63	43.91
Recycling Collector		Adjust to Fan 3 Wage w COLA	COLA	COLA	COLA
	39.01	42.23	43.50	44.80	46.15
Commercial Driver	41.00	COLA 42.23	COLA 43,50	COLA 44.80	COLA 46.15
Route		COLA	COLA	COLA	COLA
Léadperson Fantastic 3	41.00	42.23	43.50	44.80	46.15
Shop		COLA	COLA	COLA	COLA
Foreperson	44.10	45.42	46.79	48.18	49.63
Assistant Shop		COLA	COLA	COLA	COLA
Foreperson	42,64	43.92	45.24	46.59	47.99
Mechanic/Truck		COLA	COLA	COLA	COLA
Welder	42.00	43.26	44.56	45.89	47.27

WAGE RATES:

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	1/1/12	7/1/13	1/1/14	1/1/15	1/1/16
		COLA	COLA	COLA	COLA .
		3.0%-5.0%*	3.0%-5.0%*	3.0%-6.0%*	3.0%-6.0%*
Shop Person		COLA	COLA	COLA	COLA
	39.36 ·	40.54	41.76	43.01	44.30

*The dollar amounts shown for 7/1/13, 1/1/14, 1/1/15, and 1/1/16 are minimums, which assume a COLA increase of 3% each year.

The percentage increase above of three to five percent for the 7/1/13 and 1/1/14 adjustments and three to six percent for the 1/1/15 and 1/1/16 adjustments shall be referred to hereinafter as "floor/ceiling". Employer agrees that increases in wages shall be based on the BLS Consumer Price Index (BLS CPU-U) All Urban Consumers for San Francisco-Oakland San Jose area (1982-84=100) (hereinafter "Index") subject to the following conditions:

Employers shall determine the increase in the Index as follows:

For the increase effective July 1, 2013, the Employers shall apply the Index based on the period October 2011 to October 2012, subject to the Floor/Ceiling. For example, if the Index based on October 2011/October 2012 is 1.2%, the increase applicable July 1, 2013 shall be 3.0%. January 1, 2014, the Employers shall apply the Index based on the period October 2012 to October 2013, subject to the 2014 Floor/Ceiling. The increase in each year commencing January 1 thereafter shall be based on the same October to October test, as follows: 2015 shall be based on October 2013/October 2014, and 2016 shall be based on October 2014/October 2015 subject to the floor/ceiling applicable for that year.

The percentage increases above shall be based on the wage rate then in effect. For example, if the wage rate for Helper/Drivers in 2014 is \$41.39/hour, and the Index for 2015 as determined above is 3.3%, the Helper/Driver hourly rate effective January 1, 2015 shall be \$42.75. These increases shall be cumulative, and permanent.

Any Employee who is required to maintain a Class A drivers license for the purpose of performing work, shall receive the same-wages as the Transfer Drivers in the Recology SF "Long Haul" CBA.

Employees in the Cart Department shall be paid at the Helper/Driver rate of pay; if the employee drives, he/she shall be paid at the Fan 3 rate of pay for all time spent driving/on the road.

When the need exists for a second person on a front loader route, the Company will pay the second person at the Commercial Driver wage rate. Second persons on rear loaders will be paid under the Helper Driver scale. All Drivers will be paid the Fan 3 rate of pay with the following exceptions: Recycling Drivers who will be paid under the Recycling Collector scale above until 7/1/13 at which time they will be paid according to the Fan 3 scale.)

The above rate for the Shop Foreperson of \$44.10 was calculated at 5% above the \$42.00 Mechanic Truck Welder rate. Beginning with the July 1, 2013 increase, the rates for the Shop

Foreperson set out above were calculated by applying the applicable COLA formulas to the \$44.10 rate.

(e) <u>New Hire Addendum</u>

All employees who have completed six full months of employment as of January I, 2012 will receive 100% of the hourly wage and benefits for their classification from that date forward. All employees hired after January 1, 2012 shall be hired under the following wage percentages which take precedence over any conflicting wage in the Collective Bargaining Agreement.

1. Wages - New hires shall work under the applicable percentage in the employee's classification.

During 1st 12 months of employment	80% of hourly wage
During 2nd 12 months of employment	85% of hourly wage
During 3 rd 12 months of employment	90% of hourly wage
After completion of 36 months	100% of hourly wage

5%

(f) <u>Mechanic Certifications</u>

A.S.E. Certified mechanics will receive a base hourly wage increase based on the level or levels of certification they obtain and maintain. This certification is available to the Shop Foreperson and Assistant Shop Foreperson, and Mechanics.

1st Level: Diesel Engine Certification 5%

 2nd Level: Certified Master Technician T3, T4, T5, T6 & T8

The Shop Persons who perform the work of a Lube Preventive Maintenance Person will receive a maximum base hourly wage increase of 3% if they pass the T8 test.

SECTION 6. GUARANTEED HOURS AND REASSIGNMENT

(a) All regular employees shall be guaranteed eight (8) hours per day and forty (40) straight time hours of pay per week; provided such employees make themselves fully available for work; provided further, however, that such guarantees shall not apply to employees with less than one hundred twenty (120) calendar days of continuous service to the Employers.

(b) Upon completion of an employee's assigned route in less than eight (8) hours, the employee must report to the garage before going home. Any employee who is reassigned to perform any additional work (except missed pickups) shall be paid time and one-half for all such additional work.

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(c) Any employee who, at the specific direction of the dispatcher, is assigned and performs work in a higher job classification shall receive the wage rate shown in Section 5 (above) for such higher classification for each day on which such work is assigned and performed.

(d) No Helper/Driver shall be required or allowed to perform said duties unless he is specifically directed to do so by the company official in charge of Route Leadperson. Any Helper/Driver who is directed to perform said duties shall be paid Route Leadperson wages for the actual time spent performing said duties.

SECTION 7. HOURS OF WORK

(a) <u>Straight Time Hours</u>

Forty (40) hours of work shall constitute the maximum straight time work week, provided that this section shall not be construed as limiting the number of hours of work any employee may perform at overtime wage rates.

(b) <u>Overtime</u>

All work performed in excess of eight (8) hours in any work day shall be paid for at the overtime rate of one and one-half (1-1/2) time the straight time rate. All work performed after twelve (12) hours in one day shall be paid at the double time (2X) rate of pay.

(c) <u>Saturday and Sunday Work</u>

All work performed on Saturday shall be paid for at the overtime rate of one and one-half (1-1/2) times the straight time rate, and any employees performing Saturday work shall be paid for not less than eight (8) hours.

All work performed on Sunday shall be paid for at the overtime rate of two (2) times the straight time rate and any employee performing Sunday work shall be paid for not less than eight (8) hours.

(d) The regular work week shall be Monday through Friday, inclusive.

(e) All shifts on Fridays that are required to perform Saturday work shall be scheduled after 6:00 p.m. and at the rate of Saturday rate of pay.

All shifts on Saturdays that are required to perform Sunday work shall be scheduled after 6:00 p.m. and at the rate of Sunday rate of pay.

All shifts on Sundays that are required to perform Monday work shall be scheduled after 6:00 p.m. and at the rate of Monday rate of pay.

(f) It is agreed that the Employers have the right to require employees to work overtime as needed and that employees may be held over after completion of their regular routes or shifts as needed. Call-out overtime (e.g. Saturday and Sunday overtime) shall be offered in

³³⁷ 1008 descending order of their seniority to employees who are qualified to perform the work required on the particular route. If the most senior qualified employee declines the offer, the overtime shall be offered to the next most senior qualified employee and so forth until the roster is exhausted; the least senior qualified employee shall be required to accept the call-out overtime assignment. In case of an emergency, the Employers shall have the right to depart from the foregoing seniority procedure and the employee designated to work the call-out overtime shall be required to perform the work. No employee will be allowed to work a double shift in violation of DOT policy.

(g) The Employers shall maintain seniority rosters of qualified employees and shall rotate overtime on a fair basis.

SECTION 8. PAID HOLIDAYS

(a) The following shall be paid holidays under the terms of this Agreement and all eligible regular employees shall receive eight (8) hours straight time pay for each of such holiday in addition to pay received for work performed during the course of such holidays.

New Year's Day Martin Luther King's Birthday President's Day Cinco de Mayo Memorial Day July 4th Employee's Birthday Labor Day Columbus Day Veteran's Day Thanksgiving Day Christmas Day

(b) The total pay for a holiday received by regular employees shall be eight (8) hours straight time holiday pay plus an additional eight (8) hours pay at the overtime rate of 2 times the straight time rate of pay for any holiday actually worked: provided such employees work the regularly scheduled work day immediately preceding the holiday and the regularly scheduled work day following the holiday. If the employee works the holiday but does not work both the regularly scheduled work day immediately preceding the holiday and the regularly scheduled work day following the holiday, they will receive eight (8) hours straight time holiday pay plus an additional eight (8) hours pay at the straight time rate. The employee shall be excused from the requirement of working the day before and/or the day after if, upon either such day, the employee is absent on a leave of absence approved in writing by the Operations Manager, or his substitute, excused by evidence of a doctor's note, on vacation, on another holiday, or on account of any work related illness or injury sustained on the job or off the job. In any event, the employee must present verification of illness or injury satisfactory to the Employers. Payments for holidays shall be in strict conformity with this subparagraph (b), and all past practices by which employees of either Employer have in the past received payments which vary from the provisions of this subparagraph (b) are hereby abolished.

(c) With respect to all employees other than regulars, any employee who reports for work and is put to work more than ten (10) days in a calendar month shall be entitled to any paid holiday which occurs during that month.

If an employee's birthday falls on a regular working day for that employee, the (d)employee will be allowed to stay home as long as the Employer can cover the work with its existing complement of employees. Any employee who desires to take his birthday off shall so notify the dispatcher five (5) days prior to his birthday. In the event that more than one employee desires to take the same day off as his birthday and the dispatcher is unable to allow all such employees to take the day off, the employee(s) granted the day off shall be selected on the basis of Company seniority; and if the remaining employees still desire to take a day off in lieu of their birthday, the dispatcher and each such other employee will select a mutually acceptable alternative date. In that event, the alternate date shall be deemed to be the employee's birthday for purposes of payment. If the employee takes his birthday off; he shall be paid a total of 8 hours at the overtime rate of 2 times the straight time rate. If an employee works on his birthday (except that in the case where an alternative date is selected as set forth above, the alternate date shall be considered to be the birthday), he shall be paid in accordance with paragraph (b) of this Section. It is understood between the parties that all regular employees are entitled to eight (8) hours pay for each holiday whether the holiday is worked or not, provided they are still generally eligible for benefits.

(e) If any of the above-mentioned holidays falls on Sunday, the following Monday shall be observed as a holiday; if any of the above-mentioned holidays falls on Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls during an employee's vacation period, the employee shall be paid an additional day's pay.

(f) Notwithstanding the foregoing, there shall be no pyramiding of pay for holiday work.

(g) All holiday work must be assigned by seniority.

(h) All employees assigned to the City Can Routes shall perform their job on the holidays in that department as required.

SECTION 9. VACATIONS

(a) All regular employees shall be entitled to a paid vacation following each year of continuous employment to be taken at a time agreeable to their Employers. They shall be entitled to paid vacations as follows: one (1) week after one (1) year of continuous employment; two (2) weeks after two (2) years of continuous employment; three (3) weeks after four (4) years of continuous employment; four (4) weeks after seven (7) years of continuous employment; five (5) weeks after twelve (12) years of continuous employment; six (6) weeks after twenty (20) years of continuous employment; seven (7) weeks after twenty-five (25) years of continuous employment; and eight (8) weeks after thirty (30) years of continuous employment. Time off as a result of an industrial injury shall be credited as time worked for purposes of this section.

(b) All vacations shall be subject to the qualifying requirements of the Company.

(c) Employees shall be required during December of each year to sign up for their vacation dates for the coming year in accordance with the following procedures:

(i) During the first week of December the Employers shall notify all employees that the vacation sign-up will occur during the last two (2) weeks in December, Employees may sign up for vacation through a written proxy. The employee's vacation will be recorded at the time he/she would normally sign per seniority. In the event that any weeks) are unavailable, the employee will be allowed to sign in person per part (iv).

(ii) During the last two weeks in December, the Employers will assign a date for each employee to meet with the Dispatcher for the purpose of signing up for the employee's vacation preferences. The date for meeting with the Dispatcher shall be assigned on the basis of departmental seniority, with the employee in the department having the most Company seniority being given the opportunity to sign up first, and so forth;

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(iii) Any employee who fails to show up on the date assigned will be allowed to sign up for a later date, but will not be entitled to bump other employees who signed up timely. In such event, the Employers shall attempt to accommodate the employee's first choice of vacation dates, but the Employers retain the sole discretion to require the employee to choose from other available dates.

(iv) The Employers guarantee that if an employee is sick or otherwise off work at the time he is supposed to sign up for his vacation, the Employers will allow the employee to sign up at the time such employee returns to work

(v) An employee who has already signed up may change his prior choice of vacation dates, but only after consulting with his Employer and reaching a mutually satisfactory agreement. The Employers, insofar as is practicable, will grant employees vacation on the dates selected by the employees.

It is also agreed that employees will have the option to work part of their vacations rather than take time off. This option is available for any weeks in excess of three (3) weeks that the employee has earned. If an employee desires to exercise said option, he must communicate his desire during the sign-up in December of the year preceding the vacation year. Once the employee has decided to cash out excess vacation, said vacation checks shall be issued during the month of February.

(vi) In the administration of the provisions of these vacation scheduling procedures, there shall be absolutely no bumping of employees already signed up, regardless of seniority, unless agreed to by the employees involved in the individual change being requested.

VACATION SCHEDULE

GOLDEN GATE DISPOSAL & RECYCLING COMPANY EMPLOYEES GARBAGE ROUTE

January to middle of June - 10 per week Middle of June to middle of September - 10 per week Middle of September to end of the year - 10 per week

DEBRIS BOX DEPARTMENT

January to middle of June - 3 per week Middle of June to middle of September - 4 per week Middle of September to end of the year - 3 per week

FRONT LOADERS

3 per week all year

· SHOP DEPARTMENT

Mechanic/Truck Welder - 3 per week Shop Person - 2 per week

SUNSET SCAVENGER COMPANY GARBAGE ROUTE

January to June 15th - 20 per week June 15th to September 15th - 20 per week September 15th to the end of the year - 20 per week

DEBRIS BOX DEPARTMENT

January to June 15th - 3 per week June 15th to September 15th - 4 per week September 15th to the end of the year - 3 per week

FRONT LOADERS

3 per week all year

SHOP DEPARTMENT

Mechanic/Truck Welder- 4 per week Shop Person - 2 per week

CART DEPARTMENT

2 per week

³⁴¹ 1012 (vii) In the event there is a conflict between a mechanic's vacation and his night shift obligations, the mechanic will try to arrange a voluntary switch with another mechanic. In the event that the switch cannot be done on a voluntary basis, the lowest mechanic on the Seniority List will be required to switch.

(d) If upon termination, an employee has completed less than a full year of continuous service from his last anniversary, the employee shall be paid <u>pro rata</u> his accumulated vacation based on the number of months worked since his last anniversary.

(e) No employee shall be allowed to take more than four (4) consecutive weeks of vacation, except that an employee who furnishes proof that he is going to go out of the country for his vacation and that he needs additional time off may request more than four (4) weeks. The additional time shall be granted upon satisfactory proof.

(f) Vacation pay shall be computed and paid at the classification in which the employee worked the most hours in the preceding calendar year. This shall not apply where an employee has successfully "bid into" a new classification. In that instance, vacation pay shall be paid at the classification rate which the employee bid into.

(g) All employees who retire pursuant to the Employers' pension plan during any month of the year shall be entitled to receive their full vacation pay in the event that such employee did not take their vacation-time allowance off during the same year.

(h) No Employee shall be charged vacation (during any absence) day except when approved by the individual employee. This paragraph does not change the requirements/qualifications for vacation scheduling, use, and approval.

(i) The Company commits to make sufficient slots available at Vacation Sign Up to allow all employees to sign up for all their vacation during the calendar year.

SECTION 10. SICK LEAVE

(a) Each regular employee shall be entitled to take up to twelve (12) days paid sick leave per year. As used herein, the term year means a period from January 1 to January 1 during the life of this Agreement.

(b) An employee shall be entitled to receive pay for a sick day commencing with the first day of each illness; provided, however, that he must furnish satisfactory medical verification of each said illness if requested. Any employee absent due to illness for only one day will not be requested to provide a medical certificate to be paid.

(c) On the first payday following January 1, of each year each employee shall receive a day's pay for each unused day of sick leave. Said pay shall be at the wage rate which was in effect during the period in which the unused sick leave was accrued.

(d) There shall be no accumulation of sick leave from year to year.

(e) No Employee shall be charged a sick day (during any absence) except when approved by the individual employee. This paragraph does not change the requirements regarding the use of sick days.

SECTION 11. MAINTENANCE OF BENEFITS

(a) If an employee is off work due to illness or injury on state disability, any benefit, except health and welfare insurance, due him or her under the Collective Bargaining Agreement shall be paid for a maximum of six (6) months. The contract provides disability insurance which begins after the employee has been disabled for one hundred eighty (180) days. Health and welfare benefits shall continue for a maximum of twelve (12) months. Any employee being paid under workers compensation laws are not subject to these limitations. Benefits to employees being paid under workers compensation laws shall terminate at the conclusion of the workers compensation proceeding. No employee shall suffer a reduction of his or her hourly wage by the implementation of this Collective Bargaining Agreement.

(b) <u>Health and Welfare</u>. Effective on the first of the month following ratification of this Agreement, employees who work eighty (80) or more hours per month will receive the Recology Health, Life and Long-Term Disability Package. The Employers may modify said package from time to time, upon notice to the Union, but guarantees that the level of benefits included in the package will not be reduced during the term of the Agreement unless required by law. Further, during the term of this contract there will be no monthly employee premium contribution for the employee to participate in the Aetna EPO Plan, Aetna PPO Plan, Kaiser HMO Plan or HealthNet HMO.

(i) Effective July 1, 1997, the Kaiser HMO Plan and HealthNet will be changed so there will be no co-pay for doctor visits.

(ii) Effective January 1, 2007, the annual maximum for dental benefits in the dental indemnity plan will increase from \$3,500 to \$4,000.

(iii) Effective January 1, 2005, with the exception of Aetna, the maximum number of chiropractor visits in Kaiser will be forty (40) per year and HealthNet will be fifty (50) per year.

(iv) Effective January 1, 2007, the eyeglass frame allowance for the Aetna vision plan will be increased from \$100 to \$200.

- a) Allowances in the other health plans are as follows:
 - (1) Kaiser eyewear allowance: \$200.

(2) HealthNet eyeglass frame allowance: \$100.

(v) Effective January 1, 2002, the lifetime orthodontic maximum in the dental indemnity plan will be increased from \$2,000 to \$2,500.

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³⁴³ 1014 (vi) This agreement supersedes the San Francisco Healthcare Accountability Ordinance and the San Francisco Healthcare Security Ordinance and the Union hereby waives any additional rights or benefits employees covered by this agreement may have under these laws if either or both were legally applicable or subject to waiver.

(c) <u>Supplemental Payment</u>. The Employers shall pay \$75.00 per week to each employee who is off work on account of illness or injury; <u>provided</u>, <u>however</u>, that there shall be no payment for the first two (2) weeks of absence.

(d) <u>Retiree Health Plan.</u> Effective January 2007 (December hours/January Contributions) the Employers shall participate in the Teamsters Benefit Trust (TBT) by contributing to the Retirement Security Plan ("RSP"), a retiree health plan, on behalf of each employee who has passed their probationary period and who works eighty (80) hours or more per month. The Employers shall submit the RSP monthly contribution rate as determined by the TBT Board of Trustees on behalf of all active members subject to this Agreement and shall pay a supplemental RSP monthly contribution as determined by the TBT Board of Trustees for purposes of making the RSP comparable to active employee coverage for Rule of 84 Retirements as described in paragraph (k) up to the retiree's 65th birthday. Said supplemental RSP premium shall not exceed 10% of the standard RSP GOLD premium through 12/31/15 and shall not exceed 12% of the standard RSP GOLD premium thereafter. The Employers shall maintain both the standard and supplemental components of the RSP benefit for the duration of this Agreement.

For purposes of their participation in the RSP the Employers hereby adopt the TBT Agreement and Declaration of Trust and agree to accept the TBT Subscriber's agreement providing for participation in the RSP.

(e) <u>Pension Plan</u>. The Employers shall continue to maintain a pension plan for all eligible employees. The designation of the plan for employees hired prior to January 1, 1989 and employed by Golden Gate Disposal Company is the RECOLOGY INC. DEFINED BENEFIT PENSION PLAN. The designation of the plan for employees hired prior to January 1, 1989 and employed by Sunset Scavenger Company was the ENVIROCAL, INC.—RETIREMENT PLAN. The ENVIROCAL, INC. RETIREMENT PLAN was merged with and into the RECOLOGY INC. DEFINED BENEFIT PENSION PLAN and remains a separate benefit structure under that plan. Employees hired by either Company on and after January 1, 1989 shall be participants in the RECOLOGY DEFINED BENEFIT PENSION PLAN, and not in the other plans mentioned above. The current trustee of the pension plan is Prudential Bank and Trust Company, FSB, and the Employers may change trustees at any time.

The earnings upon which pension benefits under each plans shall be determined, shall be those earnings defined in each plan.

(f) For eligible employees who retire under the terms of the pension plan on or after January 1, 2000, the multiplier in the RECOLOGY—DEFINED BENEFIT PENSION PLAN shall be 1.6% and the multiplier in the ENVIROCAL benefit structure under the RECOLOGY INC, DEFINED BENEFIT PENSION PLAN shall be 1.75%. These multipliers for eligible employees will be used for all years of Benefit Service. Effective January 1, 2001, employees who are participants in the RECOLOGY DEFINED BENEFIT PENSION PLAN who are represented by Teamsters Local No. 350 and who accrue the RECOLOGY benefit will have their retirement benefits calculated using a maximum Benefit Service of 40 years, and their maximum benefit will be \$4,166.67 per month. Plan Compensation does not include any compensation earned after 40 years of Benefit Service. Participants who accrue the ENVIROCAL benefit will continue to have their retirement benefits calculated using a maximum Benefit Service of 40 years, their maximum benefit will be \$4,166.67 per month, and Plan Compensation does not include any compensation does not include any compensation earned after 40 years of Benefit will be \$4,166.67 per month, and Plan Compensation does not include any compensation earned after 40 years of Benefit Service.

(g) Starting with the Pension Plan Year beginning 10/01/2012, and for the term of any successor agreement(s), Recology Inc. will increase its annual contribution to the Recology Defined Benefit Pension Plan so that (by generally accepted actuarial standards) the plan is projected to be funded at 90% no later than September 30, 2016. "90% funded" for this purpose shall be measured by taking the market value of plan assets and dividing by the actuarially determined accumulated benefit obligation (ABO) on the Company's pension plan disclosure at the end of the prior plan year. In order to obtain this 90% funded status, the Employers agree to make an average annual contribution of \$18 million until the 90% funded status is reached. In addition to the annual average contribution of \$18 million an additional average contribution of \$7 million will be made each plan year (for a total average contribution of \$25 million per plan year over the term of this Agreement), or such lower amount to bring the funded status up to 90%, but the total contribution for the plan year shall not exceed the maximum deductible under the Internal Revenue Code. "Average" for purposes of the Employers' funding obligation is not intended to (1) change the Employers' overall funding obligation but to recognize that the Employers may contribute more than \$25 million in one year and less than \$25 million in another; or (2) allow the Employers to backload this funding obligation on the later years of this agreement. As long as the Plan is at the 90% funded level as described above, no contributions in excess of ERISA minimum contributions will be required by this Agreement.

(h) In addition to the 90% funding obligation described in the preceding paragraph, effective October 1, 2015 the funded percentage of the Recology Defined Benefit Plan shall be no less than 80% as defined by the Adjusted Funding Target Attainment Percentage as that term is defined by the Pension Protection Act of 2006. At the conclusion of each plan year, the Employers shall allow an independent actuary to review information and data actuarially necessary to determine the Plan's funded status. Such review shall be performed by Milliman USA (or such other qualified actuary designated by the Union).

(i) The Union may designate one individual to be appointed by the Recology Board of Directors to the Recology Pension Committee. Such individual must be competent in pension matters, be willing to carry out the fiduciary duties under ERISA, and be approved and appointed by the Recology Board of Directors.

(j) The parties acknowledge that, (a) although this Agreement applies to Recology subsidiaries Golden Gate Disposal and Sunset Scavenger, the funding obligations described in this paragraph (g) are assumed by parent corporation Recology, Inc., and (b) these funding obligations are intended to reach the targeted funded percentages listed for purposes of the Recology Defined Benefit Plan in its entirety, not simply the Golden Gate Disposal and Sunset Scavenger benefit structures within that Plan.

(k) <u>Rule of 84 Retirement</u>. Effective January 1, 1998, when an Employee reaches the age of fifty-four (54), and the Employee's age when combined with the total years of contributory service exceeds eighty-four (84), the Employee shall meet the age and contributory service requirements to retire with one hundred percent (100%) of the pension benefits. Employees who choose to exercise this early retirement option after September 2012, shall not be eligible to participate in the Employer's health plan but shall instead be eligible to participate in the Employer's near Supplemental Retirement Security Plan, referenced above, according to the eligibility requirements of that plan (with the exception of those former Envirocal Noteholders, who are entitled to coverage under the Employer's plan by separate contractual undertaking).

It is understood between the Parties that employees who choose to retire prior to October 2012 as Rule of 84 Retirees shall continue to participate both in the Employer's health plan up to age 65 and TBT's RSP plan.

SECTION 12. FUNERAL LEAVE

Each employee shall be entitled to receive up to eight (8) days' paid funeral leave (or nine (9) days if the employee is required to travel outside of the State of California) on each occasion of the death of a grandparent, grandchild, mother, father, grand-parent-in-law, motherin-law, father-in-law, sister, brother, spouse or child. The Employers agree that once the employee satisfies his Employer, with proof of death, the funeral leave will automatically be paid without delay.

SECTION 13. UNIFORMS AND EQUIPMENT

(a) <u>Packing Can</u>: It is understood that most rubbish collection employees employed by Golden Gate Disposal Company do not utilize packing cans. Should the need arise on any route, Golden Gate Disposal Company agrees to supply an appropriate packing

Sunset Scavenger Company shall supply and maintain, within each twelve-month period, one standard packing can, 24 inches in diameter, with wheels, carrying handle and dumping handle, for each employee who is required to use one on the route.

Each employee of the Employers to whom a can is furnished is responsible for any damage to it which is the result of the negligence of the employee. In the event a can is lost or damaged beyond repair, the can must be replaced by the employee at his own expense. Before a replacement can is issued, the employee seeking a replacement at the end of the twelve-month period must turn in his old can.

(b) <u>Rain Gear</u>: The Employers shall furnish each contract year, at Company expense, rain gear when required for route employees, not to exceed one set every year. In the event the rain gear is lost or damaged beyond repair before the expiration of the one-year period, the employee must replace it at his own expense.

The Employers will maintain an adequate number of sets of rain gear in the shop for use as needed by shop personnel.

(c) <u>Uniforms</u>: The Employers will furnish to each regular employee, including shop, five (5) sets of uniforms in February of each year. The Employers shall also furnish for use by shop personnel an adequate supply of coveralls. All employees working outside the facility must have their high visibility vests as the outermost garment.

(d) <u>Work Boots</u>: Employers agree during January of each year during the term of this Agreement to pay each regular employee \$200.00 to be used for the purpose of purchasing work boots. Work boots shall be substantial in quality and of the type customarily worn by garbage collectors and shall be in reasonably good condition. Employees will not be allowed to wear excessively worn boots or unsafe footgear.

(e) <u>Safety Equipment</u>: The Employers shall maintain for use as required by shop personnel an adequate supply of safety equipment such as welding masks, hard hats, dust filters and such other devices as may be required by law or regulation. Safety bonus that were paid separately in prior contracts are now computed in the hourly wage as set forth in Section 5.

(f) <u>Hand Tools and Insurance</u>: Shop personnel must provide all their own hand tools. The Employers agree to provide adequate insurance to compensate shop personnel for losses as the result of theft or other casualty. Such compensation shall be by replacement of the tool and not by cash.

(g) <u>Gloves</u>: The Employers will furnish fifteen (15) pairs of working gloves per year to route employees.

(h) <u>No Cash Allowance</u>: Except as provided in subparagraph (d), above, there shall be no cash allowance given to any employee in lieu of the receipt by him of any of the items provided for in this Section 13.

(i) Employees are required to wear their uniforms and work shoes at all times during working hours. Any employee who violates this requirement shall be sent home without pay and shall receive a warning letter.

SECTION 14. NO STRIKES OR LOCKOUTS

It is agreed that there shall not be any stoppage of work either by strike or lockout by the Union or the Employers during the life of this Agreement. It shall not be deemed a violation of this Agreement or cause for discharge for any employee to honor any picket line authorized by the Joint Council of Teamsters having jurisdiction in the territory where the picket line is in effect, and no employee shall be discharged or discriminated against for Union activities or upholding Union principles.

SECTION 15. DISCHARGES AND SUSPENSIONS

(a) Employees shall be subject to discharge for dishonesty, intoxication, willful insubordination, recklessly negligent performance of duties, competing with Employers, without

prior warning or notice. Discipline for other matters such as, but not limited to, habitual tardiness, failure to report for work, neglect of duty, and violation of published company rules and regulations shall require a written warning to the employee and any similar offenses occurring after two prior warnings and within six (6) months of the last warning shall be grounds for discharge. Discipline for absenteeism and tardiness shall be tracked separately from other offenses for purposes of discipline. All warning letters may not be used for disciplinary action if said warning letter is more than six (6) months old. Copies of all warnings must be sent to the Union.

(b) Any suspension for more than five (5) days is governed by the same procedure as that required for discharges. A suspension of five (5) days or less may be given without notice but shall not be given without just cause. A notice of suspension of less than five (5) days shall be sent to the Union and shall constitute a written warning within the meaning of subsection (a) hereof.

(c) Probationary employees are subject to discharge for any reason deemed sufficient in the sole discretion of the Employers.

SECTION 16. SETTLEMENT OF DISPUTES

(a) <u>Disputes</u>: In the event that a dispute arises during the term of this Agreement regarding the interpretation or enforcement of any section of this Agreement, or the terms or provisions of written agreements supplementary to this Agreement, the matter in dispute in all its particulars shall be set forth in writing by the complaining party and served upon the other. If the dispute is not settled by the parties within ten (10) working days following the receipt of such written notice, or within such extended time as may be agreed upon, the dispute shall be referred to the Federal Mediation and Conciliation Service. No change in this Agreement, or interpretations resulting from a Federal Mediation and Conciliation Service or arbitration proceeding hereunder, will be recognized unless agreed to by the Employers and the Union.

(b) <u>FMCS</u>: If the dispute is not settled by the parties within ten (10) working days following the receipt of such written notice or within such extended time as may be agreed upon, the dispute may be referred to the Federal Mediation and Conciliation Service (FMCS) in accordance with subsection (b) hereof. Written notices given under this provision may be transmitted by telefacsimile (fax). If the United States Postal Service is used for notice, the postmarked date will be the date upon which service is effective.

(c) <u>Arbitration</u>: In the event that a resolution of a dispute regarding the interpretation or enforcement of any of the sections of this Agreement, or the terms or provisions of written agreements supplementary hereto, is not reached at the FMCS step, the dispute shall, upon the request either of the Union or the Employers, be submitted to a neutral arbitrator mutually selected and agreed upon, whose decision shall be final and binding.

(d) <u>Selection of Arbitrator</u>: Unless the parties can otherwise agree upon an arbitrator, a list of arbitrators shall be requested from the Washington, D.C. Office of the Federal Mediation and Conciliation Service. After a toss of a coin to decide which party shall move first, the Employers' representative and the Union representative shall alternatively strike one name from the list until one name remains and such person shall be the arbitrator for the determination of the case. The next to the last name stricken shall be the alternate arbitrator, and so on. The arbitrator shall have no right, power or authority to add to, subtract from, alter, amend or change any term or provision of this Agreement. Discovery procedures as permitted under California Law are permissible.

(e) <u>Cost of Arbitration</u>: Each party shall bear its own expense in presenting the case to the arbitrator. The expense of the arbitrator and of the reporter, if any, shall be divided between the parties hereto. The Employers agree to pay a sum equal to but not greater than one-half of said expense, and the Union agrees to pay a sum equal to but not greater than one-half of said expense. Each side shall bear its own expense of producing witnesses, experts, interpreters and the like.

(f) <u>No Interruption of Work</u>: There shall be no interruption of work during the settlement of a dispute.

SECTION 17. CHECK-OFF SYSTEM AND CREDIT UNION

(a) The Employers agree to recognize all written authorizations from Union members authorizing the deductions for their compensation of all uniformly required dues for the period of authorization which, in any event, shall be irrevocable for a period of one year. The Employers do not agree to deduct initiation fees, assessments or other exactions imposed by the Union unless the expense to the Company is paid by the Union. All deductions made pursuant to this Agreement shall be deducted from the employee's second payroll check of the month and shall be transmitted to the office of the Union by the twenty-eighth (28th) day of the same month. In the event the amount of said deductions is not transmitted to the office of the Union by the 28th day of any month for some reason beyond the Employers' control (for example, the fact that a particular pay period ends on or close to the 28th day), the Employers shall have a reasonable time within which to make said remittance. In no event shall the Employers' failure to make timely remittance be deemed by the Union, for any purpose whatever, to be a default in the timely payment of dues by any Union member.

(b) The Employers shall make credit union deductions from employee paychecks and transmit the amounts deducted to the employee's credit union upon receipt of authorization and designation duly executed by the employee; provided, however, that the deduction so authorized is a fixed sum each payday and the amount is not changed by the employee more frequently than once a year.

(c) DRIVE Deduction: (Upon ratification) the Employers agree to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employers of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly/bi-weekly basis for weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage.

Employers shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf

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a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employers annually for the Employers' actual cost for the expenses incurred in administering the payroll deduction.

SECTION 18. PAST PRACTICES

(a) The parties agree that during the term of this Collective Bargaining Agreement, all past practices shall continue provided they are consistent, well-defined and have been repeatedly followed by both parties, over a reasonable period of time without objection. Both parties agree that during the term of this contract to meet as often as needed to list all past practices that currently exist.

(b) No past practice which may subsequently be determined to constitute a discriminatory employment practice shall be maintained; provided further, that should any provision of this Agreement or any practice maintained in effect pursuant to this Agreement be required to be terminated, modified or amended in any way by an order of any court of competent jurisdiction, the parties hereto agree that they will forthwith make whatever changes, modifications or amendments as required to be made to this Agreement or said practice by the order of said court.

SECTION 19. CASUAL AND EXTRA EMPLOYEES

(a) The parties recognize that the Employers have a need for casual and/or extra employees to replace employees who are sick, on vacation or who for other reasons do not report for work. Accordingly, the Employers shall establish a pool of persons who are available for such work. A list of such individuals shall be maintained by the Employers, arranged sequentially in accordance with their first day of work, and shall be updated as needed for accuracy.

(b) Available extra work, including vacation relief, shall be assigned by seniority from the list of casuals in the order that such casuals appear on the list. When a casual completes the assignment, he shall be returned to his place on the casual list for further work assignment.

(c) The Employers shall have the right to eliminate names from the casual list on the basis of unreliability, poor work performance, or for other legitimate reasons. The grievance procedures of this Agreement shall not be available to casuals because they have been eliminated from the list, except as provided in paragraph (d) below.

(d) New registrants on the casual list shall be considered on probation, and shall not acquire seniority until they have completed one hundred twenty (120) calendar days. Upon achieving seniority, a casual shall be entitled to use the grievance procedures of the Agreement. The Guaranteed Hours provision of the Agreement shall not be applicable to casuals or extra employees.

(e) Casuals shall not be used in the manner that deprives regular employees of reassignments under Section 6(b) of this Agreement.

(f) Casual employees who have acquired seniority shall accrue vacation pay and sick leave on a pro-rata basis, and those who work at least 80 hours or more in a month will also be eligible for Recology Health and Welfare benefits. Casual employees shall receive the same benefits as regular employees after two years of employment as a casual.

(g) Vacancies in regular employment shall be filled from casuals who have achieved seniority, in the order that their names appear on the casual list. In the event of layoff of regular employees, they shall have the right to be included at the top of the casual List, in accordance with their seniority. Their recall rights under this Agreement shall remain intact while performing work as casuals. Such laid off regular employees shall receive the full contractual rate of pay while working off the casual list.

SECTION 20. STARTING TIME

(a) Changing of established starting times shall be at the discretion of the Employers, with notice of any such change posted on the bulletin board at least 24 hours in advance. Said posting requirement applies only to general changes in shift starting times and does not apply to changes in individual starting times which may from time to time be required.

(b) It is understood that all routes that ordinarily leave the garage before 6:00 a.m. are considered to be night routes. All routes which ordinarily leave the garage at or after 6:00 a.m. are morning routes.

SECTION 21. COFFEE BREAKS

All employees shall each day be entitled to take two (2) paid coffee breaks of fifteen (15) minutes each. An unpaid lunch break of thirty (30) minutes at as near to mid-shift as possible is also permitted.

SECTION 22. SENIORITY AND LAYOFFS

(a) <u>Separate Seniority</u>: It is understood and agreed that the seniority provisions of this Agreement shall apply separately to Golden Gate Disposal Company and to Sunset Scavenger Company. It is further understood that said seniority provisions shall also apply separately to the Shop Departments and the Garbage <u>Collection Departments</u> of each Employer and to the Curbside Recycling Program Department at Sunset Scavenger Company and that said departments shall be considered as distinct entities for purposes of the application of these provisions.

(b) <u>Attainment of Seniority</u>: Seniority shall not apply to an employee until he shall have been employed for one hundred twenty (120) calendar days. Upon attainment of seniority, an individual shall be considered a regular employee.

(c) <u>Application of Seniority</u>: In the reduction of forces due to the slackness of work, the last employee hired shall be the first employee laid off and in rehiring, the last employee laid off shall be the first employee re-hired until the list of former employees is exhausted, provided, however, that seniority shall be broken, and there shall be no re-hire right, after an employee has been on layoff for a period of six (6) consecutive months due to lack of work.

(d) <u>Seniority List</u>: The Employers shall maintain master seniority lists of all employees covered by this Agreement and provide the Union with a copy.

(e) The Employers shall not lay off any seniority employee without proper justification.

(f) <u>Re-Hire Procedure</u>: In the event of a layoff, an employee so laid off shall be restored to duty according to seniority.

(g) <u>Filling All Positions</u>: Seniority shall be adhered to in filling positions under this Agreement. Employees working other classifications under the jurisdiction of this Agreement shall be given reasonable trial of up to one week on the basis of seniority to qualify for and accept such positions. Upon request by the employee, the Company shall grant the employee an additional week of training for an accepted position. Employee may only try and reject one route in a twelve month period. Employee may bid on an additional route but must accept the route without the trial period. Training will be provided on the accepted route.

(h) <u>Vacancies</u>: All jobs and classifications will be subject to a direct bid. Wherever a permanent vacancy occurs, it shall be posted for a period of ten (10) working days, during which interested employees shall be entitled to bid on the vacancy. At the conclusion of the posting period, the Employers shall award the position to the most qualified bidder with the greatest seniority. The Employers shall establish a separate telephone system that provides up to date voice mail that provides route openings/vacancies. Any employee who is absent during these postings/vacancies shall notify the Company of their interest by contacting the Company immediately. Any employee who is absent during the awarding of the new vacancy shall be notified by the Company of their turn to accept/reject such vacancy, and they will be required to give their decision on the vacancy in a timely manner.

The Company shall post all vacancies at all time clock locations within two (2) weeks after such openings become available.

All future vacancies in commercial route positions such as front-end loader drivers, debris-box drivers and any other classifications in the commercial department shall be posted on the bulletin board to allow all employees qualified to bid for such vacancies.

Any employee who successfully bids for and is assigned to fill any vacancy shall not be eligible to bid on another vacancy for one year after he/she is so assigned, except that this limitation shall not prevent an employee from bidding on a vacancy in a higher classification.

(i) <u>Temporary Vacancies</u>: All temporary openings shall be awarded by seniority within the Floater Pool, defined as regular employees that do not have an assigned route, and with refusal rights by each employee. If no employee accepts the assignment, the Company shall appoint the least senior employee in the Floating Pool. Such temporary openings shall be posted within (1) week of the job opening, and shall be awarded in accordance with Section 22 of the CBA. The definition of a temporary vacancy is when an employee is off of work due to illness, injury, approved leave, or any absence of three (3) weeks or more. Any driver within the Floater Pool who selects or is assigned such a route shall remain in this position until the regular employee returns. The driver shall be returned to the Floater Pool in accordance with his/her seniority upon completion of such an assignment. Such an employee may bid on permanent vacancies during this period.

(j) <u>Job Seniority in Reassignment</u>: Twenty (20) working days in a thirty (30) day period will establish seniority in a classification, except that employees assigned to cover temporary assignments such as vacation relief or temporary leaves of absence shall not acquire seniority in the classification to which they are temporarily assigned, no matter how long a period the assignment covers. An employee does not gain seniority in a classification except in the situation where the employee has been permanently assigned as the result of a permanent bid.

When an employee, at his own request, is placed in a lower paid classification, he shall be paid at the rate of the lower classification In the event the Employers have to cut down on any of the operations, they will have the right to reassign any employee to a lower classification without being obligated to pay the higher rate of pay. Seniority will be observed in such reassignment.

(k) <u>Reduction in force protection</u>: No employee employed under this agreement on the date of ratification will be laid off or removed from the bargaining unit as a result of a reduction in force through December 31, 2016; provided, however, that this paragraph shall not apply in the event of a reduction in force caused by an act of God, terrorist action, loss of any City contract, or a successful challenge to the 1932 Initiative Ordinance. Such losses shall be verified.

(1) <u>Removal of routes:</u> In the event that route reductions are implemented, the seniority of the employee(s) on the removed route(s) will be compared to the remaining employees in that classification with a steady route(s). The senior displaced employee(s) has the option to assume the Route(s) of the least senior employee(s) in that classification. If the senior employee(s) exercise his/her option then, the least senior employee(s) within the affected classification with the steady route will be moved to the floater department in accordance with his/her seniority. The more senior employee(s) from the displaced route(s) will then be allowed to assume those route(s). The change of status form will indicate the effective change date of transfer. Additionally, if the senior employee(s) does not exercise his/her option to assume the least senior employee(s) does not exercise his/her option to assume the and to assume an existing route under this provision is limited to those displaced employees without any trial period (except for directions) as time is of the essence to minimize customer disruption.

SECTION 23. DESCRIPTIONS

1. <u>Helper/Driver</u>: The second man on rear loader routes. Shuttles garbage collection truck from house to house and collects garbage and refuse; washes truck inside and outside.

2. <u>Shop Person</u>: Performs all duties in the shop assigned to him or her by a supervisor or a leadperson. The duties shall include, but not be limited to, those performed by Parts Room Persons, Lube/Preventive Maintenance Persons, Tirepersons and Container Shop Persons.

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³⁵³ 1024 3. <u>Mechanic/Truck Welder</u>: Performs all mechanical, truck welding and truck painting duties necessary for fleet maintenance, as assigned to him by a supervisor or leadperson in the shop.

4. <u>Commercial Driver</u>: Drives drop-box, front-end loader, long-haul equipment, bintruck, from city routes to transfer station and in the case of long haul equipment, from transfer station to disposal site. Responsible for truck and route; and drives truck to and from the dump.

5. <u>Route Leadperson/Fantastic 3</u>: Maintains route services, customer relations and principal revenue collections and rate adjustments. Has to also be able, when situation requires, to perform physical work on the route such as driving truck or collecting refuse. Responsible for truck and route; and drives truck to and from the dump.

6. <u>Shop Foreperson</u>: The Shop Foreperson is responsible for the repairs to all the equipment; is directly in charge of the Shop Employees and oversees the purchase of parts.

7. <u>Assistant Shop Foreman</u>: The Assistant Foreperson helps the Foreperson in his daily duties and takes over for him in his absence.

8. <u>Recycling Collector</u>: All Recycling Collectors must possess a California Class A or B Commercial drivers license; are required to drive a specialized 30-foot recycling collection vehicle assigned by the Company; collect all recyclable materials either placed at the curb, in an apartment house or combination of the two on an assigned route as established by management and the City and County of San Francisco; are responsible for accurate documentation of general route information including participation rates, route conditions and vehicle data as prescribed by management; other duties as required. Responsible for truck and route; and drives truck to and from the dump.

SECTION 24. JURY DUTY

Any employee scheduled and who is summoned and reports for jury duty shall receive the difference between jury pay and his regular daily rate of pay for each day for which he reported for jury duty and on which he would normally have worked.

SECTION 25. EXTRA CONTRACT AGREEMENTS

The Employers agree not to enter into any agreement or contract with their employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

SECTION 26. SUBSTANCE ABUSE

The Employer's Substance Abuse Policy provides that employees who test positive pursuant to Department of Transportation guidelines shall receive a one (1) month suspension and, upon execution of a Return to Work Agreement, be reinstated to their position without loss of seniority. In the event the employee needs additional time, the Employer agrees to allow all employees to complete their rehabilitation program up to three months, as directed by the treating physician and/or counselor without loss of seniority.

During the period that the person is suspended, the Employer will pay for COBRA (medical, dental, EAP) coverage provided that the employee has elected to accept COBRA coverage within the required time period.

SECTION 27. DRIVER LICENSES

(a) All employees must be in possession of a valid California Drivers License of the proper class needed to perform the employee's job duties.

(b) All employees who lose their license for a non-medical reason shall be suspended until such time as the employee obtains a current Drivers License. During this lay-off, the employee may use any accrued but unused vacation time. If the employee is unable to obtain a license within thirteen (13) months of the suspension, the employee shall be discharged. The employee shall be responsible for paying the COBRA premium for his/her health benefits after the first (6) months.

(c) Employees who lose their license due to a medical condition will use their best efforts to have the license reinstated. The Employers agree to make all reasonable accommodations, as defined by law, for the employee to continue to work. Any employee working without a license on the effective date of this Agreement shall continue in that capacity, provided the employee makes best efforts to become licensed.

(d) The employees agree to be in compliance with any and all regulations of the U.S. Department of Transportation, California Highway Patrol, and California Department of Transportation regarding hours of work, medical conditions, and required license.

SECTION 28. EMPLOYEE LOYALTY

During the employee's employment, the employee shall not engage in competition with the Employers as a sole proprietor, partnership, employee, agent or through any other means. Salvaging while on duty or at Employers' facility or customers of Employers' facility is forbidden. Any employee competing with the Employers is subject to immediate discharge. Competition includes collecting recyclables which have been packaged or left for pick-up for the Employer.

SECTION 29. TRANSFER OF EMPLOYMENT WITHIN THE RECOLOGY CORPORATION/COMPANY

Starting January 1, 2012, any employee represented by Teamsters Local No. 350 who transfers, from a San Francisco Recology company to another San Francisco Recology company shall maintain his/her seniority for all benefits and start at the top rate of the hourly rate involved. For any employee represented by Teamsters Local No. 350 who transfers from a Recology company outside of San Francisco to a San Francisco Recology company, Employer shall waive the new hire addendum and the employee will start at 100% of the hourly wage involved.

The pension benefits will be the plan in effect at the company the employee transfers into. As of the date of such transfer, if the transfer involves moving from one pension

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³⁵⁵ 1026 plan to another or from one benefit structure under the Recology Pension Plan to another benefit structure under the Recology Pension Plan, the employee's pension benefit accrued while employed by the employee's former employer shall be frozen, and future pension benefit will be determined in accordance with the terms of the plan maintained by the company to which the employee has been transferred.

SECTION 30. SUPPLEMENTAL INCOME 401(K)

Effective October 2005 the Employers agree to recognize all written authorizations from the union members covered by this agreement authorizing deductions from their compensation for contributions to a Supplemental Income 401(k). This Plan will be administered by New York Life at no cost to the Employers. The parties recognize that due to the need to make administrative and payroll changes in order to participate in this Plan, actual participation may be delayed for a reasonable period of time to allow the administrative and payroll changes to be made. Employees covered by this agreement and hired after October 1, 2005, will be eligible to participate on October 1st or April 1st whichever comes first following the first 1000 hours of service. If an employee is hired after October 1, 2005, and has previously participated in the Teamster Supplemental Income 401(k) Plan, their entry is immediate. The participation in the Plan will be on a voluntary basis, without cost to or matching from the Employers.

SECTION 31. LEAVE OF ABSENCE

Section I. In all cases where an unpaid leave of absence is granted by the Employer to an employee, it shall be in writing and the Union shall be notified in writing of the name of the employee, the effective date and the termination date of the leave of absence in cases where such leave of absence exceeds two (2) weeks.

Section 2. In the event the leave of absence is extended, such extension shall be made in writing to the employee with a copy to the Union. Any employee who overstays or does not return will be considered to have quit his employment. If rehired by the Company, such individual shall be considered a new employee.

Section 3. Such leaves of absence as granted by the Employer shall be without pay and Employer shall be under no obligation to the employee except to return him to work at the expiration of such leave in accordance with the employee's seniority.

Section 4. Effective January 1, 2012, employees who have been employed for more than one (1) year may take up to five (5) days per calendar year of unpaid personal days provided the Employer has been given twenty-four (24) hours notice and the employee has received supervisor approval, supervisor approval shall not be unreasonably withheld.

SECTION 32. TERM OF AGREEMENT

This Agreement shall be effective on January 1, 2012, and shall remain in full force and effect to and including December 31, 2016. Thereafter, it shall renew itself for yearly terms beginning with January 1st of each year unless written notice is received by either party from the other party not less than sixty (60) days but not more than ninety (90) days prior to

December 31, 2016, or December 31st of any subsequent year that it is desired to terminate, modify, change or amend the Agreement. Notwithstanding the foregoing, the parties hereby agree to commence negotiations on June 1, 2016 for a successor agreement to be effective as of January 1, 2017.

During said negotiations, both parties are free to make any proposals on mandatory subjects of bargaining, including but not limited to, seniority; vacation; holiday; hourly wages; lump sum payments; cost of living adjustments; health insurance; dental insurance; and pension.

Should any part hereof or any provisions herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction or by the decision of any authorized governmental agency, including the National Labor Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice, the remaining parts or provisions shall remain in full force and effect.

Dated: 5-11.12

FOR UNION:

SANITARY TRUCK DRIVERS AND HELPERS UNION LOCAL 355

By:

Robert Morales Secretary-Treasurer RECOLOGY GOLDEN GATE DISPOSAL COMPANY and RECOLOGY SUNSET SCAVENGER COMPANY

FOR EMPLOYERS:

By: John Legnitto Vice President and Group General Manager

31562481v10

³⁵⁷ 1028

Appendix A

SIDE LETTER RE PAYMENT OF PENSION COMMITTEE REPRESENTATIVE (Section 11(j).

This Side letter to the 2012-16 Collective Bargaining Agreement is made and entered into by and between SANITARY. TRUCK DRIVERS AND HELPERS UNION, LOCAL 350, an affiliate of International Brotherhood of Teamsters, hereinafter referred to as the "UNION," and RECOLOGY GOLDEN GATE DISPOSAL & RECYCLING COMPANY, RECOLOGY SUNSET SCAVENGER COMPANY, hereinafter referred to as the "EMPLOYERS."

The Union and the Employers hereby agree as follows

Regarding the individual designated by the Union and appointed by the Recology Board of Directors to the Recology Pension Committee (See Section 11(j)), if the designee is not a Recology employee, subject to confirmation that such payments can be lawfully made, the Employers shall compensate the Union designee for attendance at meetings of the Recology Pension Committee and preparation time at the amount paid to non-employee members of that Committee (currently \$1000 per meeting). This payment is limited to non-employees only. Employee Union designees shall receive no compensation for their service on the Recology Pension Committee.

Dated: 5-11-12

FOR UNION:

SANITARY TRUCK DRIVERS AND **HELPERS UNION LOCAL 350**

By:

Robert Morales Secretary-Treasurer

FOR EMPLOYERS:

RECOLOGY GOLDEN GATE DISPOSAL COMPANY and RECOLOGY SUNSET SCAVENGER COMPANY

note By:

John Legnitto Vice President and Group General Manager

Appendix B

SIDE LETTER OF AGREEMENT

This Side letter to the 2012-16 Collective Bargaining Agreement is made and entered into by and between SANITARY. TRUCK DRIVERS AND HELPERS UNION, LOCAL 350, an affiliate of International Brotherhood of Teamsters, hereinafter referred to as the "UNION," and RECOLOGY GOLDEN GATE DISPOSAL & RECYCLING COMPANY, RECOLOGY SUNSET SCAVENGER COMPANY, hereinafter referred to as the "EMPLOYERS."

The Union and the Employers hereby agree as follows:

Upon ratification, all warning letters shall be removed from all employee files (this paragraph does not affect any prior suspensions or terminations or any agreement arising out of prior suspensions or terminations).

Dated: 5-11-12

Robert Motales

Secretary-Treasurer

FOR UNION:

SANITARY TRUCK DRIVERS AND HELPERS UNION LOCAL 350

By:

RECOLOGY GOLDEN GATE DISPOSAL COMPANY and RECOLOGY SUNSET SCAVENGER COMPANY

OR EMPLOYERS:

By: Iøhn Legnitto,

Nice President and Group General Manager

28

³⁵⁹ 1030

Appendix C

SIDE LETTER OF AGREEMENT

This Side letter to the 2012-16 Collective Bargaining Agreement is made and entered into by and between SANITARY. TRUCK DRIVERS AND HELPERS UNION, LOCAL 350, an affiliate of International Brotherhood of Teamsters, hereinafter referred to as the "UNION," and RECOLOGY GOLDEN GATE DISPOSAL & RECYCLING COMPANY, RECOLOGY SUNSET SCAVENGER COMPANY, hereinafter referred to as the "EMPLOYERS."

All employees on the payroll as of the date of ratification of this 2012-16 collective bargaining agreement shall receive a one-time signup/negotiation incentive of five hundred dollars (\$500.00)

All employees on the payroll on January 1, 2015 shall receive a one-time signup/negotiation incentive of five hundred dollars (\$500.00).

All employees on the payroll on January 1, 2016 shall receive a one-time signup/negotiation incentive of five hundred dollars (\$500.00).

Dated: 11-12

FOR UNION:

SANITARY TRUCK DRIVERS AN **HELPERS UNION LOCAL 350**

By:

Robert Morales Secretary-Treasurer RECOLOGY GOLDEN GATE DISPOSAL COMPANY and RECOLOGY SUNSET SCAVENGER-COMPANY

OREMPLOYERS:

By: John Legnitto Vice President and Group General Manager

Attachment 11

Summary Tables of Basic Hourly Rates and Fringe Benefits from Collective Bargaining Agreements Provided in Attachments 5-10

Prevailing Wage Rate: Parking Garage Attendants

This chart is the Office of Labor Standards Enforcement's summary of the collective bargaining agreement between Signatory Parking Operators and Teamsters Automotive Employees, Local 665 in effect from December 1, 2012 until November 30, 2015 (Attachment 5). The chart does NOT include all the information contained in the collective bargaining agreement. Please refer to the text of the Agreement for details of wages and fringe benefits.

						E	MPLC	YER P	AYMENTS							STR/	AIG	ЭНТ-ТІМ	E			ov	ËRT	IME		
CRAFT (JOURNEY LEVEL)	Ba	sic Hourly Rate		Health & Welfare	F	Pens	លា	5, 12	Vacation ses after Years 1, 2, , 20, and 25. (See Agreement)	ID.	ioliday 2 / year	E	Supplement 401K Contribution		Hours			Total Ho	ourly Rate	_	 1	.5 X				2x
Journeyman	\$	21.80	A	\$990 / month		\$	2.19	C,G \$	1.26	\$	1.01		\$ 0.2	5	8	F, G	\$	26.50		F,G	\$ 37.40		F, G	\$	48.30	
1-6 months	\$	14.50	A	\$990 / month	B	\$	2.19	С \$	0.28	\$	0.67	E	\$ 0.2	5	8	F	\$	17.89	[F	\$ 25.14		F	\$	32,39	
7-12 months	\$	15.00	A	\$990 / month		\$	2.19	С \$	0.29	\$	0.69		\$ 0.2	5	8	F	\$	18.42	Plus Monthly	F	\$ 25.92	Plus Monthly	F	\$	33.42	Plus Monthly
13-18 months	\$	16.50	A	\$990 / month		\$	2.19	C \$	0.63	\$	0.76	5	\$ 0.2	5	8	F	\$	20.34	Health &	F	\$ 28.59	Health &	F	\$	36.84	Health &
Class B Progression Rate	\$	16.50	Α	\$990 / month		\$	2.19	C,G \$	0.95	\$	0.76	;	\$ 0.2	5	8	F, G	\$	20.65	Welfare	F, G	\$ 28.90	Welfare	F, G	\$	37.15	Welfare
1-6 months	\$	14.00	A	\$990 / month	8	\$	2.19	С\$	0.27	\$	0.65	E	\$ 0,2	5	8	F	\$	17.36	Payment	F	\$ 24.36	Payment	F	\$	31.36	Payment
7-12 months	\$	14.75	Α	\$990 / month		\$	2.19	C \$	0.28	\$	0.68		\$0.2	5	В	F	\$	18.15		F	\$ 25.53		F	\$	32.90	
13-18 months	\$	16.00	A	\$990 / month		\$	2.19	С \$	0.62	\$	0.74		\$ 0.2	5	8	F	\$	19.79		F	\$ 27.79		F	\$	35,79	

Footnotes

A. The employer pays premium and administrative cost of the Bay Area Automotive Group Welfare Plan for each eligible employee who worked 96 hours or more during the previous month. See Section 6 of the Agreement for details and information about benefits for new employees. The Union will make a "best effort" to maintain the premium of \$990 through the life of the Agreement.

B. For probationary employees hired on or after December 1, 2008, the Employer shall pay an hourly contribution rate of \$0.30 during the probationary period as defined in Section 2 of the Agreement.

C. Vacation rates vary based on the number of years of continuous service. See Section 5 of the Agreement for details. Each Employee having had 1 year completed continuous service shall receive 1 week of vacation with pay. After 2 years, the employee receives 2 weeks; after 5 years the employee receives 3 weeks; after 12 years, the employee receives 4 weeks; after 20 years, the employee receives 5 weeks; and after 25 years, the employee receives 6 weeks. The rate shown here is for an employee having had 5 years continuous service and receiving vacation benefits of 3 weeks with pay.

D. See Section 9 of the Agreement for designated holidays.

E. See Section 8 of the Agreement for details. During the first 3 months of employment, no contribution is required. In the 4th month & thereafter the contribution rate is \$0.25 (twenty-five cents) per hour.

The total hourly wage rate on the chart does NOT include the health and welfare amount. The health and welfare amount is paid for eligible employees, in addition to the total hourly rate. See Section 6 of the Agreement. Vacation rates vary, and the required Total Hourly Rate may be higher or lower than the amount shown here. See footnote C and Section 5 of the Agreement for details. The sample vacation rate shown here is for an employee wave for the advection 5 of the Agreement for details. The sample vacation rate shown here is for an employee wave footnote C and Section 5 of the Agreement for details. The sample vacation rate shown here is for an employee wave footnote C and Section 5 of the Agreement for details. The sample vacation rate shown here is for an employee wave footnote C and Section 5 of the Agreement for details.

Prevailing Wage Rates: Janitors

This chart is a summary of the hourly wage rate and fringe benefits required by the Collective Bargaining Agreement between the San Francisco Maintenance Contractors Association and Service Employees International Union, Building Service Employees Union, Local 1877 Division 87 (Attachment 6). The chart does NOT include all the information contained in the Collective Bargaining Agreement. Please refer to the Agreement for complete information on wages and fringe benefits.

		•				EM	PLOYE	R PA	YMENTS					STRAIG	IT-T	IME					. 0	VERT	IME		
Craft (Journey Level)	Ba	sic Ho	urly Rate	He	ealth and Welfare	P	ension	D	(2 wk aff wk after l	ation ter 1 yr., 3 5 yrs, 4 wk 12 yrs)	olidays) / year)	G	Sick Days (6 / year accrued)	Hours	Н		Total H	lourly Rate	н	1	I.5 X	G		•	2x
Number of hours	s wo	orked fo	or any emp	oloyer	in the industry since .	June 1	, 1983	•					_												
0-1950	A	\$	13.175	в	947.57 / month	С	\$ 1.58	32	r	n/a	\$ 0.507		\$ 0.304	\$ 7.500	н	\$	15.568	+ Monthly	н	\$ 22.156	+ Monthiy	н	\$	28.743	+ Monthly
1951-3900	A	\$	15.130	в	947.57 / month	C :	\$ 1.58	32	\$	0.582	\$ 0.582		\$ 0.349	\$ 7.500	Н	\$	18.225		н	\$ 25.790	Health Trust	н	\$	33.355	Health Trust
3901-4850	А	\$	17.095	В	1275.15 / month	С	\$ 1.58	32	\$	0.658	\$ 0.658		\$ 0.395	\$ 7.500	Н	\$	20.387	Fund	н	\$ 28.934	Fund	н	\$	37.482	Fund payment
Over 4850	А	\$	19.050	В	1275.15 / month	С	\$ 1.58	32 E	: \$	1.099	\$ 0.733		\$ 0.440	\$ 7.500	H, 1	\$	22.904	payment	Н, Г	\$ 32.429	payment	H, I		41.954	

Forepersons with 10 or fewer employees

Number of hours worked for any employer in the industry since June 1, 1983

0-1950	A	\$ 13.675	в	947.57 / month	С\$	1.582	-	n/a	\$ 0.526	\$ 0.316	\$ 7.500	н	\$ 16.099	+ Monthly	н	\$ 22.936	+ Monthly	н	\$ 29.774	
1951-3900	A	\$ 15.630	в	947.57 / month	C \$	1.582	\$	0.601	\$ 0,601	\$ 0.361	\$ 7.500	н	\$ 18.775	., Health Trust	Н	\$ 26.590	Health Trust	н	\$ 34.405	+ Monthly
3901-4850	A	\$ 17.595	В	1275.15 / month	C \$	1.582	\$	0.677	\$ 0.677	\$ 0.406	\$ 7.500	н	\$ 20.937	H Fund	Н	\$ 29.734	Fund	н	\$ 38.532	Health Trust
Over 4850	Α	\$ 19.550	в	1275.15 / month	С\$	1.582	Е\$	1.128	\$ 0.752	\$ 0.451	\$ 7.500	Н, І	\$ 23.463	payment	H, 1	\$ 33.238	payment	Н, Г	\$ 43.013	Fund payment

Forepersons with more than 10 employees

Number of hours worked for any employer in the industry since June 1, 1983

0-1950	A	\$ 13.925	B	947.57 / month	С\$	1.582		n/a	\$ 0.536	\$ 0.321	\$ 7.500	Н	\$ 16.364	+ Monthly	н	\$ 23.327	+ Monthly	H	\$ 30.289	
1951-3900	A	\$ 15.880	В	947.57 / month	C \$	1.582	\$	0.611	\$ 0.611	\$ 0.366	\$ 7.500	н	\$ 19.050	Health Trust	Н	\$ 26.990	Health Trust	H	\$ 34.930	+ Monthly
9901-4850	A	\$ 17.845	В	1275.15 / month	С\$	1.582	\$	0.686	\$ 0.686	\$ 0.412	\$ 7.500	н	\$ 21.212	H Fund	н	\$ 30.134	Fund	н	\$ 39.057	Health Trust
Qver 4850	A	\$ 19.800	В	1275.15 / month	С\$	1.582	Е\$	1.142	\$ 0.762	\$ 0.457	\$ 7.500	H, I	\$ 23.743	payment	Н, 1	\$ 33.643	payment	Н, Г	\$ 43.543	Fund payment

Footnotes:

A. There shall be a twenty cent an hour premium for those employees working in the classifications and performing the duties of carpet and rug cleaning. See Section 8 of the Agreement for details.

B. The Health and Welfare amounts listed are based on the benefit plan contribution rates effective March 2013. See rate notifications attached. These amounts are paid for employees who have been employed by the employer for at least 4 months worked at least 90 hours in the previous month. See Exhibit B of the Agreement information on required benefits. This amount is paid in addition to the total hourly wage rate.

C. See Section 16 of the Agreement for details.

D. All employees who have been in the service of the employer continuously for 1 year shall be granted 2 weeks of vacation with pay. After 5 years of continuous employment, employee receives 3 weeks. After 12 years, employee receives 4 weeks of vacation with pay. See Section 10 of the Agreement for details.

E., Vacation rates vary, (see footnote D). The sample vacation rate shown here is for an employee who has been in the services of the employer continuously for 5 years and receives 3 weeks of vacation benefits.

F. See Section 11 of the Agreement for designated holidays

G. Regular employees who work continuously for the same employer for at least one (1) full year are entitled to 6 days of sick leave. Employees with at least 90 days of service with are also entitled to 3 days of paid bereavement leave following the death of an immediate family member. See Sections 12 and 13 of the Agreement for details.

H. The total hourly wage rate on the chart does NOT include the health and welfare amount. The health and welfare amount must be paid, in addition to the total hourly rate, if the employee has worked 90 hours in the previous month.

I. Vacation rates vary, and the Total Hourly Rate may be higher or lower than the amount shown here. See footnote C and Section 5 of the Agreement for details. The sample vacation rate shown here is for an employee having had 12 years' completed continuous service and receiving vacation benefits of 4 weeks with pay. All employees who have been in the service of the employer continuously for 1 year shall be granted 2 weeks of vacation with pay. After 5 years of continuous employment, employee receives 3 weeks. After 12 years, employee receives 4 weeks of vacation with pay. See Section 10 of the Agreement for details.



General Employees Trust Fund

TRUST CLAIMS OFFICE: 2323 EASTLAKE AVE E, SEATTLE, WA 98102

ENGLISH: (800) 441-5593 ESPANOL: (866) 239-0368

MEMORANDUM

DATE: March 2013

TO: ABLE BUILDING MAINTENANCE; Account No. 102300

FROM: Trust Administrative Office

RE: Employer Contribution Rate Changes for March 2013 hours/April 2013 Payment

After considerable review, the Board of Trustees completed their annual funding evaluation of the various General Employees Trust Fund (GETF) benefit plans. New contribution rates for all benefit plans will become effective with March 2013 hours, payable in April 2013. These new rates will be reflected on your upcoming employer reporting form. Please adjust your records accordingly.

The current plan and contribution rate in effect for your contract is:

MENU PLAN C26A \$1154.31

The new contribution rate effective with March 2013 hours, due April 10, 2013 is:

MENU PLAN C26A \$1275.15

Please note: if your account has more than one menu plan associated with it you will a separate notice for each menu plan.

If you have any questions regarding the contribution rate change, please contact the Administrative Office using the phone numbers listed above.

BF:cf

cc: Board of Trustees Local Unions NWA Account Team



<u>General Employees Trust Func</u>

TRUST CLAIMS OFFICE: 2323 EASTLAKE AVE E, SEATTLE, WA 98102

ENGLISH: (800) 441-5593 ESPAÑOL: (866) 239-0368

MEMORANDUM

DATE: March 2013

TO: ABLE BUILDING MAINTENANCE; Account No. 102300

FROM: Trust Administrative Office

RE: Employer Contribution Rate Changes for March 2013 hours/April 2013 Payment

After considerable review, the Board of Trustees completed their annual funding evaluation of the various General Employees Trust Fund (GETF) benefit plans. New contribution rates for all benefit plans will become effective with March 2013 hours, payable in April 2013. These new rates will be reflected on your upcoming employer reporting form. Please adjust your records accordingly.

The current plan and contribution rate in effect for your contract is:

MENU PLAN C26B \$913.52

The new contribution rate effective with March 2013 hours, due April 10, 2013 is:

MENU PLAN C26B \$947.57

Please note: if your account has more than one menu plan associated with it you will a separate notice for each menu plan.

If you have any questions regarding the contribution rate change, please contact the Administrative Office using the phone numbers listed above.

BF:cf

cc: Board of Trustees Local Unions NWA Account Team

Prevailing Wage Rates: Window Cleaners

This chart is a summary of the hourly wage rate and fringe benefits required by the Collective Bargaining Agreement between the San Francisco Window Cleaning Contractors Association and Window Cleaners Union - SEIU Local 1877, AFL-CIO in effect from April 1, 2013 to March 31, 2014 (Attachment 7). The chart does NOT include all the information contained in the Collective Bargaining Agreement. Please refer to the Agreement for complete information on wages and fringe benefits.

						EMPL	.OY	ER PAYMENTS						STF	RAIGHT-T	IME		 	OVER	TIME		
Craft (Journey Level)	Bas	sic Hourly Rate	^	Health and Welfare	Pe	nsion	в	Vacation (varles, w/ increases at year 1, 3, 5, & 12)	c	Holidays (10 / year)	1	Sick & Funeral Leave (5 days / year)	Hours		Total H	ourly Rate		: 1.5	x			2x
Base	\$	20.65	A	\$1,303.37 / month	\$	2.14	В	\$ 1.19		\$ 0.79	\$	0.40	7.5	D, E	\$25.1	7 + Monthly	D, E	\$ 35.50	+ Monthly	D, E	\$ 45.82	+ Monthly
Leadman Base	\$	21.90	Α	\$1,303.37 / month	\$	2.14	8	\$ 1.26		\$ 0.84	\$	0.42	7.5	D, E	\$ 26.5		D, E	\$ 37.52	health &	D, E	\$ 48.47	
Scaffold / Bos'n Chair	\$	22.11	Α	\$1,303.37 / month	\$	2.14	в	\$ 1.28		\$ 0.85	\$	0.43	7.5	D, E	\$ 26.8		D, E	\$ 37.86	welfare	D, E	\$ 48.91	welfare
Leadman Scaffold / Bos'n Chair	\$	23.36	Α	\$1,303.37 / month	\$	2,14	B	\$ 1.35	:	\$0.90	\$	0.45	7.5	D, E	\$ 28.2	payment	D, E	\$ 39.88	payment	D, E	\$ 51.56	payment

Footnotes

A. The Health and Welfare payment is paid in addition to the total hourly wage rate. This rate became effective April 1, 2013. These amounts are paid for employees who have worked for at least 975 hours and then worked a minimum of 75 hours in a subsequent calendar month. See Section 8 of the Agreement information on required benefits.

B. Vacation rates vary. The sample rate shown here are for an employee who works continuously for one employer for 5 years and receives 15 days vacation with pay. The actual rate may be higher or lower than the required rate. See Section 12 of the Agreement for details. All employees who work continuously for one employer for spears and receives 15 days vacation with pay. Employees who work for 2 years employees receive 12 days; those who work for 5 years receive 15 days; those who work for 12 years receive 12 days. See Section 12 of the Agreement for details. See Section 12 the Agreement for details. The sample rate shown here is for an employee having had 12 years continuous service and receiving vacation benefits of 4 weeks with pay.

- See Section 6 of the Agreement for designated holidays and details.

The total hourly wage rate on the chart does NOT include the health and welfare amount. The health and welfare amount is paid for eligible employees in addition to the total hourly rate. See Section 8 of the Agreement.

E. Vacation rates vary, and the required Total Hourly Rate may be higher or lower than the amount shown here. See footnote B and Section 12 of the Agreement for details. The sample vacation rate included here is for an employee having had 5 years' completed continuous service and receiving vacation benefits of 15 vacation days with pay.



ENERAL EMPLOYEES TRUST FUND

TRUST CLAIMS OFFICE: 2323 EASTLAKE AVE E, SEATTLE, WA 98102

ENGLISH: (800) 441-5593 ESPANOL: (866) 239-0368

MEMORANDUM

DATE: March 2013

TO: ABLE BUILDING MAINTENANCE; Account No. 102696

FROM: Trust Administrative Office

RE: Employer Contribution Rate Changes for March 2013 hours/April 2013 Payment

After considerable review, the Board of Trustees completed their annual funding evaluation of the various General Employees Trust Fund (GETF) benefit plans. New contribution rates for all benefit plans will become effective with March 2013 hours, payable in April 2013. These new rates will be reflected on your upcoming employer reporting form. Please adjust your records accordingly.

The current plan and contribution rate in effect for your contract is:

Menu Plan C18 \$1176.75

The new contribution rate effective with March 2013 hours, due April 10, 2013 is:

Menu Plan C18 \$1303.47

Please note: if your account has more than one menu plan associated with it you will a separate notice for each menu plan.

If you have any questions regarding the contribution rate change, please contact the Administrative Office using the phone numbers listed above.

BF:cf

cc: Board of Trustees Local Unions NWA Account Team

Theatrical Stage Employees

This chart is a summary of the required wages and fringe benefits required by the Project Collective Bargaining Agreement between the City of San Francisco and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories, and Canada, Local No. 16 for July 1, 2013 through December 31, 2013 (Attachment 8). The chart does NOT include all the information contained in the collective bargaining agreement. Please refer to the Agreement for complete information on wages and fringe benefits.

	[E	MPL	OYER PAY	MEN	ITS				STRAI	GHI	-TIME	A	OVE	RTI	ME
CRAFT (JOURNEY LEVEL)	1.1	BASIC RLY RATE	18/ ***	EALTH AND WELFARE	с	PENSION	D	VAC	ATION	E c	TRAINING & CRITIFICATION	HOURS	· H	TOTAL OURLY RATE		1.5 X		2 X
General AV technicians for breakout rooms, Extra help for events or theme parties without entertainment (not including traditional stage crafts).	\$	34.28	\$	5.55		\$ 5.18		\$	2.74	4	6 0.74	8	\$	48.50	\$	65.64	\$	82.78
Multi-source technicians for breakout rooms and events or theme parties without entertainment.	\$	40.62	\$	6.58		6.14		\$	3.25	\$	5 0.44	8	\$	57.03	\$	77.34	\$	97.65
Traditional Stage Crafts: (Carpenters/Electrics/Props/A2) Extra help for general sessions, plenary sessions, key note addresses, theme parties with entertainment. Extra help for commercial, dustrial and product demonstration show and events with entertainment. Camera set up and tear down, cluding Video utilities.	\$	43.70	\$	7.08		6.61		\$	3.50	, 9	5 0.47	8	\$	61.35	\$	83.20	\$	105.05
Department Heads	\$	48.79	\$	7.90	5	5 7.38	+-	\$	3.90	. 9	0.53	8	s	68.50		92.90	\$	117.29
ETCP Certified Rgger and Electrician	\$	50.79	\$	8.23		5 7.68	<u> </u>	\$	4.06	9	6 0.55	8	\$	71.31	\$		- <u> </u>	122.10
Show Call Rates - Commercial, Industrial and F Extra help for general sessions, plenary sessions, key note addresses, theme parties with entertainment and events with entertainment, three (3) hour maximum under commercial, industrial conditions else, four (4)	Produ \$	<u>ct Demon</u> 187.72	stratio	on Shows 28.38		\$ 28.38		 \$	15.02	4	§ 4.05	8	\$	263.56	\$	357.42	\$	451.28
hour maximum. Spot light operators, camera operators per show call, three (3) hour maximum under commercial, industrial conditions else, four (4) hour maximum.	\$	203.37	\$	30.75		\$ 30.75		\$	16.27		4 .39	8	\$	285.53	\$	387.22	\$	488.90
Department Heads	\$	223.72	\$	33.83	1	\$ 33.83		\$	17.90	1	4.83	8	\$	314.10	\$	425.96	\$	537.82

Footnotes

A. See Sections IV and VII for details about work week schedules and payment of overtime rates.

B. Contributions to the Local 16 Health and Welfare Trust Fund are 15% of all gross wages (including vacation pay). See Section IV.A. of the Agreement.

C. Contributions to the Local 16 Pension Trust Fund are 14% of all gross wages (including vacation pay). See Section IV.B. of the Agreement.

D. All employees shall receive not less than 8% of all their gross wages for vacation pay.

E. Contributions to the Local 16 Training Trust Fund are 2% of all gross wages (including vacation pay). See Section IV.D. of the Agreement.

Prevailing Wage Rate: Movers

This chart is a summary of the hourly wage rate and fringe benefits required by the Collective Bargaining Agreement between Northern California employers and the the Northern California Regional Council of Carpenters / Carpenters 46 Northern California Counties Conference Board in effect from September 1, 2013 until August 31, 2015 (Attachment 9). The chart does NOT include all the information contained in the Collective Bargaining Agreement. Please refer to the Agreement for complete information on wages and fringe benefits.

				EMPLOYE	R P/	AYME	NTS				STRA	IGH'	T-TIME	0	VERTIME	но	URLY RATE
CRAFT (JOURNEY LEVEL)	Ba	sic Hourly Rate	Α	Health & Welfare	Ar	nnuity	Wo	ork Fee	v	acation	HOURS	тот	TAL HOURLY RATE		1.5 X		2 X
Mover, Packer, Crater	\$	18.15	\$	9.550	\$	1.10	\$	0.77	\$	1.05	8	\$	30.62	\$	39.70	\$	48.77
Driver	\$	18.42	\$	9.550	\$	1.10	\$	0.77	\$	1.05	8	\$	30.89	\$	40.10	\$	49.31
Helper	\$	18.15	\$	9.550	\$	1.10	\$	0.77	\$	1.05	8	\$	30.62	\$	39.70	\$	48.77

Footnotes

A. Contributions to the Health & Welfare plan shall be capped at 1800 hours per year. See Section 4.01 of the Agreement for details."

Prevailing Wage Rates: Solid Waste Hauler

This chart estimates typical wage rates and fringe benefits required by the Collective Bargaining Agreement between Recology Sunset & Recology Golden Gate and Sanitary Truck Drivers and Helpers Union Local 350, IBT (Attachment 10). The chart does NOT include all the information contained in the Collective Bargaining Agreement. Please refer to the Agreement for complete information on wages and fringe benefits.

							EMPLO	YER	PAYM	EN.	тs							STRAIG	нт	TIME			OVÉ	RTIME	но	URL	Y RATE
CRAFT (JOURNEY LEVEL)	A	Basic Hourly Rate	в	Vacat Increa after Y 1, 2, 4,	ises ears 7,12,	(12) ye	ear)	^D (12	oliday 2 / year)	Ľ.	W	ealth & /elfare	F		nsion	G	RSP (Retirement Health Insurance)	HOURS	н (F	ESTIMAT OURLY R Please ref Agreeme	RATE fer to	E	STIM RAT 1.5		F	R	MATED ATE 2 X
Rates for solid waste haulers em	ploye	a for 6 months p		to Jan. 1	2012	or for	new nire	es ante	er 36 mo	ntn	S OI	employ	men	ιτ.				,	r								
Commercial Driver	A	\$ 42.31	C	\$	3.25	\$	1.95	\$	1.95	E	\$	12.00	۶	\$	10.93	G	\$ 2.94	8.00	н	\$	75.34	н	\$	96.49	н	\$	117.65
Route Leadperson Fantastic 3	A	\$ 42.31	С	\$	3.25	\$	1.95	\$	1.95	E	\$	12.00	F	\$	10.93	G	\$ 2.94	8.00	٠H	\$	75.34	н	\$	96.49	н	\$	117.65
During 1st 12 months of employr	nent											· · · ·						·				•					
Commercial Driver	A	\$ 33.85	, v	\$	ı	\$	1.56	\$	1.56	ε	\$	12.00	Е	\$	10.93	G	\$ 2.94	8.00	н	\$	62.84	н	\$	79.76	н	\$	96.69
Route Leadperson Fantastic 3	A	\$ 33.85		\$	-	\$	1.56	\$	1.56	E	\$	12.00	Ε	\$	10.93	G	\$ 2.94	8.00	н	\$	62.84	н	\$	79.76	н	\$	96.69
During 2nd 12 months of employ	ment		- L							1			·			·			•						L		
Commercial Driver	A	\$ 35.97		\$	0.69	\$	1.66	\$	1.66	E	\$	12.00	E	\$	10.93	G	\$ 2.94	8.00	н	\$	65.84	н	\$	83.82	н	\$	101.81
Route Leadperson Fantastic 3	A	\$ 35.97		\$	0.69	\$	1.66	\$	1.66	E	\$	12.00	E	\$	10.93	G	\$ 2.94	8.00	н	\$	65.84	н	\$	83.82	н	\$	101.81
Buring 3rd 12 months of employ	ment	<u> </u>	•						•				L			. .			•			•			<u>ـــــ</u>		
Commercial Driver	A	\$ 38.08		\$	1.46	\$	1.76	\$	1.76	E	\$	12.00	E	\$	10.93	G	\$ 2.94	8.00	н	\$	68.93	н	\$	87.97	н	\$	107.01
Route Leadperson Fantastic 3	A	\$ 38.08		\$	1.46	\$	1.76	\$	1.76	E	\$	12.00	E	\$	10.93	G	\$ 2.94	8.00	н	\$	68.93	н	\$	87.97	н	\$	107.01

Footnotes

A. Basic hourly rates increase a minimum of 3% and a maximum of 5% each year based on the increase in the BLS Consumer Price Index - All Urban Consumers for San Francisco-Oakland-San Jose area. See Section 3 of the Agreement for details and see the following page for calculations for the current rate.

B. Vacation rates vary based on length of employment. Employees are entitled to 1 week after 1 year of continuous employment; 2 weeks after 2 years; 3 weeks after 4 years; 4 weeks after 7 years; 5 weeks after 12 years; 6 weeks after 20 yeas; 7 weeks after 25 years; and 8 weeks after 30 years. Rate listed represents the vacation rate after 4 years. See Section 9 of the Agreement for details.

C. Vacation rates vary. (see Footnote B). The sample vacation rate shown here is for an employee who has been in the services of the employer continuously for 5 years and receives 4 weeks of vacation benefits.

D. Please see Section 8 of the Agreement for a list of recognized holidays.

E. Specific contribution requirements for Health and Welfare vary. Please refer to Section 11(a) of the Agreement for details. The sample rate shown here is the average hourly employer contribution, as provided by Recology Sunset Scavenger and Recology Golden Gate (see attachment). They are estimates only. The Agreement provides that employees who work 80 hours per week or more per month receive the Recology Health, Life and Long-Term Disability Package.

F. Specific contribution pension requirements vary. Please refer to Section 11(e) of the Agreement for details. The sample rate shown here is the average hourly employer contribution, as provided by Recology Sunset Scavenger and Recology Golden Gate (see following page). They are estimates only.

G. Specific contribution requirements for Retirement Health Insurance vary. Please refer to Section 11(d) of the Agreement for details. The sample rate shown here is the average hourly employer contribution, as provided by Recology Sunset Scavenger and Recology Golden Gate (see following page), They are estimates only.

H. Vacation rates, Health & Welfare, Pension, and Retirement Health Insurance Rates under this agreement all vary, and the actual Hourly Rate may be higher or lower than the estimate shown here. Please refer to the Collective Bargaining Agreement for complete requirements.

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Payroll & Benefits information provided by Recology Sunset Scavanger; F Provided to the OLSE, August 2013

<u>Driver</u>

Payroll & Benefits	Hour	ly Rate
Regular Rate	\$	42.31
Holiday Off		1.95
Vacation		4.78
Sick Leave	·	1.95
Payroll	\$	50.99
Benefits		
Health Insurance	\$	12.00
Pension		10.93
RSP (Retirement Health Insurance)		2.94
Shoes Allowance		0.10
Safety Incentive		0.29
FICA & Medicare	- <u></u>	3.90
Benefits	\$	30.16
Payroll & Benefits	\$	81.15

Notes: Payroll & Benefits do not include Workers' Compensation, State Payroll Tax, Payroll Tax paid to the City and County of San Francisco or Employee Stock Ownership Plan (ESOP) benefits for employees.

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Attachment 12

List of the Occupations Covered in this Prevailing Wage Determination General Prevailing Wage Determinations Made by the Director of Industrial Relations, State of California

and

Categories Requested by the San Francisco Board of Supervisors

Asbestos Removal Worker (Laborer) Asbestos Worker, Heat and Frost Insulator Boilermaker-Blacksmith Brick Tender Bricklayer, Blocklayer **Building/Construction Inspector** Carpenter Carpet, Linoleum Cement Mason Dredger (Operating Engineer) Drywall Installer (Carpenter) Electrical Utility Lineman Electrician **Elevator Constructor** Field Surveyor Glazier Iron Worker Laborer Landscape Maintenance Laborer Light Fixture Maintenance Marble Finisher Marble Setter Modular Furniture Installer (Carpenter) Operating Engineer Operating Engineer (Building Construction) Operating Engineer (Heavy and Highway Work) Painter Parking and Highway Improvement Painter (Laborer) Parking and Highway Improvement Painter (Painter) Pile Driver (Carpenter) Pile Driver (Operating Engineer - Building Construction) Pile Driver (Operating Engineer - Heavy and Highway Work) Plaster Tender Plasterer Plumber Roofer Sheet Metal Worker (HVAC) Slurry Seal Worker Stator Rewinder Steel Erector and Fabtricator (Operating Engineer - Heavy & Highway Work) Steel Erector and Fabtricator (Operating Engineer - Building Construction) Teamster **Telecommunications Technician Telephone Installation Worker** Terrazzo Worker **Tile Finisher**

Tile Setter

General Prevailing Wage Determinations Made by the Director of Industrial Relations, State of California

and

Categories Requested by the San Francisco Board of Supervisors

Traffic Control/Lane Closure (Laborer) Tree Trimmer (high voltage line clearance) Tree Trimmer (line clearance) Tunnel Worker (Laborer) Tunnel/Underground (Operating Engineer) Water Well Driller

Occupational categories added at the request of the San Francisco Board of Supervisors:

Parking Garage Attendants Janitors Window Cleaner Theatrical Stage Employees Movers Solid Waste Hauler